

## **E. LEGAL OPINIONS**



WILLIAMS MULLEN

June 29, 2006

Transurban (895) LLC  
P. O. Box 7693  
Richmond, Virginia 23231

RE: Asset Purchase Agreement ("Purchase Agreement") dated as of June 21, 2006, by and between Transurban (895) LLC, a Delaware limited liability company ("Buyer"), and Pocahontas Parkway Association, a Virginia non-stock, not-for-profit corporation ("Seller")

Ladies and Gentlemen:

We have acted as counsel to the Seller in connection with the acquisition by Buyer of the Acquired Assets of the Seller (the "Acquisition") upon the terms and conditions set forth in the Purchase Agreement. Capitalized terms that are not otherwise defined herein have the same meanings given to them in the Purchase Agreement.

At your request, and with our client's authorization, we provide you with our opinion pursuant to Section 6.2.13 of the Purchase Agreement.

In rendering the opinions expressed herein, we have examined the executed Purchase Agreement, the documents described therein and attached thereto as Exhibits and Schedules, and the Acquisition Documents (collectively, the "Transaction Documents"). We have also examined such other documents and records and considered such matters of law as we have deemed necessary to enable us to render the opinions expressed herein.

With respect to various factual matters material to our opinions, we have relied, to the extent that we deemed such reliance proper, upon certificates from officers of Seller and upon certificates of public officials. We have assumed the correctness of the factual matters contained in such reliance sources and have not acquired any information giving us knowledge, without any independent investigation for the purpose, that such factual matters are incorrect.

We have assumed (i) except with respect to our client, the genuineness of all signatures on and the due authorization, execution and delivery of the Transaction Documents and the validity and binding effect thereof, (ii) the enforceability of the Transaction Documents against



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all of the parties thereto (other than our client), (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to the originals of all documents submitted to us as copies, and (v) the legal capacity of natural persons.

In addition to the foregoing, we have also assumed (i) that, with respect to each party other than our client, there is no legal restriction that would prohibit or limit the consummation of any of the transactions contemplated by the Transaction Documents; and (ii) except as expressed below with respect to our client, that each of the parties to the Transaction Documents has properly applied for and obtained all necessary consents, approvals, authorizations, orders, registrations or qualifications of any Governmental Authority that are required for its execution, delivery and performance of the Transaction Documents.

Our opinions are limited to present statutes, regulations and judicial interpretations and the facts as they exist on the date this opinion is issued. We further express no view, opinion or belief with respect to whether any proposed or pending legislation, if enacted, or any proposed or pending regulations or policy statements, if issued, whether or not promulgated pursuant to any such legislation, would affect the validity of the Acquisition or any aspect thereof.

Whenever the basis for our opinion with respect to the existence or absence of facts is stated to be "to our knowledge" or "known to us," it means that, during the course of our representation of the Seller in connection with the transaction contemplated by the Agreement, our lawyers who have participated in substantive representation of the Seller in connection with the Acquisition have not acquired any information giving us actual knowledge of the existence or absence of such facts, and that such lawyers have not conducted an independent investigation to determine the existence or absence of such facts.

The opinions expressed herein are limited in all respects to the application of the laws of the Commonwealth of Virginia and the federal laws of the United States of America, as applicable.

Based on the foregoing, and subject to the limitations and qualifications set forth herein, we give you our opinions as follows:

1. The Seller is a nonstock, nonprofit corporation duly incorporated and validly existing in good standing under the laws of Virginia. The Seller has full corporate power and authority to own its properties and to operate its business, as presently conducted.



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2. The Seller has all requisite corporate power and authority to enter into each of the Transaction Documents to which it is a party, to carry out and perform its obligations under each of the Transaction Documents to which it is a party, and to consummate the transactions contemplated in each of the Transaction Documents to which it is a party.

3. The execution, delivery, and performance of the Transaction Documents have been duly authorized by all requisite action of the Seller, and the Seller has duly executed and delivered each of the Transaction Documents to which it is a party.

4. The Transaction Documents to which the Seller is a party are legal, valid and binding obligations of the Seller and are enforceable against the Seller in accordance with their terms, except to the extent that their enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforceability is considered in an action at law or a suit in equity), including the availability of equitable remedies, (iii) procedural requirements of law applicable to the exercise of creditors' rights generally, and (iv) judicial discretion inherent in the forum addressing enforceability.

5. The Seller's execution and delivery of the Transaction Documents and its performance of its obligations thereunder do not and will not contravene, conflict with, or constitute (with due notice or lapse of time, or both) a default under (i) the Seller's articles of incorporation, bylaws or resolutions adopted by the Board of Directors of the Seller, (ii) any material agreement, instrument, indenture, mortgage, note or other obligation known to us to which the Seller is a party or by which its property is bound, or (iii) any law of the United States or the Commonwealth of Virginia, or any rule or regulation thereunder, or any judicial or administrative order, decree, judgment or writ known to us that is binding upon the Seller or its property.

6. All approvals, consents or authorizations of any Governmental Authority that are required of the Seller for its execution, delivery and performance of the Transaction Documents have been duly obtained, and the Seller has complied with all applicable laws that require any declaration or filing with any Governmental Authority in connection therewith.

7. To our knowledge, there is no action, suit, proceeding, arbitration or investigation pending, or overtly threatened, against the Seller in any judicial forum or before any administrative body, commission or governmental department wherein a result unfavorable to



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the Seller would have a material adverse effect on any of the Transaction Documents or the Seller's performance thereunder or on the Seller's business, financial condition or property.

The opinion expressed in paragraph 4 above with respect to the Transaction Documents being enforceable against the Seller is subject to the following limitations and qualifications: (i) we express no opinion that provisions conferring equitable remedies by agreement are enforceable; (ii) enforceability may be limited by an implied covenant of good faith and fair dealing or by a requirement of conscionability; (iii) we express no opinion that jurisdiction may be conferred on a judicial forum by agreement where such jurisdiction is not otherwise provided by law; (iv) we express no opinion on the enforceability of any "severability" provision under circumstances in which portions of the Transaction Documents that are necessary to achieve the essential purpose thereof are determined to be unenforceable; (v) we express no opinion with respect to any provision of the Transaction Documents providing that no waiver shall be effective unless in a writing signed by the parties in circumstances where a waiver is based upon an oral waiver or course of dealing acquiesced in or accepted by one of the parties; and (vi) we express no opinion that a party's failure to act or indulgence of a failure to act may not constitute a waiver or estoppel by course of dealing.

The opinions expressed herein are for your benefit alone and may not, without our prior written consent, be distributed to or relied upon by any other person. Our opinions are expressed as of the date hereof, and we do not assume any obligation to update or supplement our opinion to reflect any fact or circumstance subsequently arising or any change in law subsequently occurring. Our opinions are limited to the matters expressly stated; no opinion is implied or may be inferred beyond such matters.

Sincerely yours,

Williams Mullen

By: 

A Shareholder



ORRICK, HERRINGTON & SUTCLIFFE LLP  
666 FIFTH AVENUE  
NEW YORK, NY 10103-0001  
tel 212-506-5000  
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WWW.ORRICK.COM

June 29, 2006

Pocahontas Parkway Association  
Two James Center  
1021 East Cary Street  
P.O. Box 1320  
Richmond, VA 23218-1300

Attention: James W. Atwell, President

Re: Pocahontas Parkway

Dear Ladies and Gentlemen:

We have acted as special counsel to Transurban (895) LLC, a Delaware limited liability company (the "Buyer"), in connection with the execution and delivery of the Asset Purchase Agreement, dated as of June 21, 2006 (the "Asset Purchase Agreement"), by and between Pocahontas Parkway Association, a Virginia not-for-profit, non-stock corporation, as the seller (the "Seller"), and the Buyer. This opinion is delivered pursuant to Section 6.3.5 of the Asset Purchase Agreement. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In rendering the opinions expressed below, we have examined originals or photocopies certified or otherwise identified to our satisfaction of the following documents:

- (a) the Asset Purchase Agreement, including all Exhibits and Schedules attached thereto;
- (b) the Bill of Sale, Assignment and Assumption Agreement (the "Assignment and Assumption"); and
- (c) such other instruments, corporate records, certificates, and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed.

The documents described in clauses (a) and (b) above are hereinafter referred to as the "Transaction Documents".

With your permission we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy, and completeness of the information, factual matters, representations, and warranties contained in the records, documents, instruments and certificates we have reviewed.



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In rendering the opinions expressed below, we have assumed (except as to the Buyer to the extent set forth below) that: (i) the Transaction Documents have been duly authorized by, have been executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, the parties to such Transaction Documents, (ii) all signatories to the Transaction Documents have been duly authorized and (iii) all such parties are duly organized and validly existing and have the power and authority (corporate, partnership, company, trust or otherwise) or, in the case of individuals, the legal capacity, to execute, deliver and perform such Transaction Documents.

Based on the foregoing, and subject to the assumptions, qualifications, limitations and exclusions set forth herein, and with due regard to legal considerations we have deemed relevant as a basis for the opinions expressed below, we are of the opinion that:

1. The Buyer is duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware. The Buyer has the power and authority to execute and deliver, and to perform its obligations under, each of the Transaction Documents, and to consummate the transactions contemplated in each of the Transaction Documents.

2. The execution and delivery by the Buyer of each Transaction Document, and the performance by the Buyer of its obligations under each such document, have been duly authorized by all requisite limited liability company action on the part of the Buyer. The Buyer has duly executed and delivered each of the Transaction Documents.

3. The execution and delivery by the Buyer of the Transaction Documents do not, and the performance by the Buyer of its obligations thereunder will not, (i) violate the terms, conditions or provisions of the certificate of formation or the limited liability company agreement of the Buyer under which it is formed, (ii) violate any Federal law of the United States of America or the Delaware Limited Liability Company Act, or (iii) to our knowledge, result in the breach of, or constitute a default under or violation of, or require any consent under, any agreement, judgment, injunction, order, decree or instrument to which the Buyer is a party or by which the Buyer or its properties are bound.

4. No authorization, consent or other approval of, or registration, declaration or other filing with, any Governmental Authority is required on the part of the Buyer for the execution and delivery of, or the performance by it of its obligations under, the Transaction Documents or the consummation of the transactions contemplated thereby.



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5. To our knowledge, the Buyer is not a party to any pending action or proceeding by or before any Governmental Authority or any such action or proceeding which has been overtly threatened in writing that, if adversely determined, may have a material adverse effect on the Buyer's performance of its obligations under the Transaction Documents.

Whenever a statement herein is qualified by the phrase "to our knowledge", it is intended to indicate that, during the course of our representation of the Buyer in the transaction described in the first paragraph of this opinion letter, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered legal services in connection with our representation of the Buyer in the transaction described in the first paragraph of this opinion letter. However, we have not undertaken any independent investigation or review (including without limitation docket searches) to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation or review, and no inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Buyer.

The foregoing opinions are limited to matters involving the laws of the Federal laws of the United States of America and the Delaware Limited Liability Company Act, each as in effect from time to time, and we do not express any opinion as to any other laws.

This opinion is solely for your benefit in connection with the transactions contemplated by the Transaction Documents, and may not be relied upon by any other Person or for any other purpose other than in connection with the transactions contemplated by the Transaction Documents without, in each case, our prior written consent.

Very truly yours,

*Orrick, Herrington & Sutcliffe LLP*





HUNTON & WILLIAMS LLP  
RIVERFRONT PLAZA, EAST TOWER  
951 EAST BYRD STREET  
RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200  
FAX 804 • 788 • 8218  
FILE NO.: 60116.3

June 29, 2006

Pocahontas Parkway Association  
Richmond, VA

SunTrust Bank, as Trustee  
Richmond, VA

Virginia Department of Transportation  
Richmond, VA

Asset Purchase Agreement (the "Purchase Agreement") dated as of June 21, 2006, by and between Transurban 895 LLC, a Delaware limited liability company (the "Buyer"), and Pocahontas Parkway Association, a Virginia non-stock, not-for-profit corporation (the "Seller")

Ladies and Gentlemen:

We have acted as bond counsel to the Seller in connection with the transactions contemplated by the Purchase Agreement. This opinion is delivered to you pursuant to Section 6.3.6 of the Purchase Agreement and Section 802 of the Indenture. Capitalized terms that are not otherwise defined herein shall have the same meanings given to them in the Purchase Agreement.

In rendering the opinions expressed herein, we have examined original or photocopies certified or otherwise identified to our satisfaction of the following documents:

- (i) The Purchase Agreement;
- (ii) The Amended and Restated Comprehensive Agreement (relating to the Grant of a Permit) to Operate the Route 895 Connector dated as of June 29, 2006 (the "ARCA") by and between VDOT and the Buyer, as the operator;
- (iii) The Master Indenture and the related First Supplemental Indenture of Trust dated as of July 1, 1998 (the "Indenture");
- (iv) An Escrow Deposit Agreement (the "Escrow Agreement") between the Seller and the Trustee, together with irrevocable instructions (contained in the Escrow Agreement) of the Seller to the Trustee to call for redemption on August 15, 2008 all Senior Bonds and all First Tier Subordinate Bonds in accordance with the provisions of the Bond Documents;



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(v) Certificates of (A) Bond Logistix LLC, the Seller's financial advisor in the form attached hereto as **Exhibit A** (the "FA's Certificate"), (B) the Trustee in the form attached hereto as **Exhibit B** (the "Trustee's Certificate"), and (C) the Seller and VDOT in the form attached hereto as **Exhibit C** (the "Tax Certificate"); and

(vi) Such other instruments, corporate records, certificates and other documents as we have deemed necessary as a basis for the opinions expressed herein.

As to factual matters we have relied, without independent investigation, on the FA's Certificate, the Trustee's Certificate and the Tax Certificate. Without undertaking to verify the same by independent investigation, we have also relied on computations provided by the Buyer to McGladrey & Pullen LLC, the Seller's verification agent, the mathematical accuracy of which has been verified by them, relating to the sufficiency of the cash and Defeasance Investment Securities in the escrow fund established under the Escrow Agreement to pay when due, the principal, premium, if any, and interest on the Senior Bonds, the First Tier Subordinate Bonds and the Second Tier Subordinate Bonds.

With your permission, we have assumed (a) the authenticity of original documents and the genuineness of all signatures, (b) the conformity to the originals of all documents submitted to us copies, and (c) the truth, accuracy and completeness of the information, factual matters, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

In rendering the opinions expressed herein, we have assumed that (a) the Purchase Agreement, the ARCA, the Escrow Agreement and the Indenture have been duly authorized by, have been executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, the parties thereto, and (b) also such parties are duly authorized and validly existing and have the power and authority (corporate, trust or otherwise) to execute, deliver and perform their respective obligations under the Purchase Agreement, the ARCA, the Escrow Agreement and the Indenture.

Based on the foregoing, and subject to the assumptions and qualifications set forth herein, we are of the opinion that:

1. Upon delivery to the Trustee, as escrow agent, of the cash and Defeasance Investment Securities specified in the Escrow Agreement and the delivery of the Trustee's Certificate, all outstanding Senior Bonds, First Tier Subordinate Bonds and Second Tier



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Subordinate Bonds shall be deemed paid and no longer outstanding under the Master Indenture and the lien of the Master Indenture shall be discharged and terminated.

2. No cash and/or Defeasance Investment Securities delivered to the Trustee, as escrow agent, pursuant to the Escrow Agreement, may be recovered by creditors of the Seller as a voidable preference under Section 547 of the United States Bankruptcy Code of 1978, as amended (the "Federal Bankruptcy Code"). We note that a federal bankruptcy court, as a court of equity, has the express power under Section 105 of the Federal Bankruptcy Code to issue any order or process necessary to carry out the purposes and provisions of the Federal Bankruptcy Code.

3. Neither the defeasance and/or payment of the Senior Bonds, the First Tier Subordinate Bonds and the Second Tier Subordinate Bonds nor the sale of the Acquired Assets to the Buyer as contemplated by the Purchase Agreement will adversely affect the exclusion from gross income for federal income tax purposes of interest on any such Bonds.

The foregoing opinions are limited to matters involving the federal laws of the United States of America and the laws of the Commonwealth of Virginia (except that our opinion in paragraph 2 above is limited to the Federal Bankruptcy Code) and we do not express any opinion as to any other laws.

This opinion does not "bring down" our opinion dated July 9, 1998 with respect to the issuance of the Bonds. We have not been requested to, and do not, express opinions on any matters other than the opinions set forth above.

This opinion is solely for your benefit. It may not be distributed or relied upon by another other person, quoted in whole or in part, or otherwise reproduced in any other document, nor is it to be filed with any governmental agency, without our prior written consent, which may be withheld in our discretion.

Very truly yours,

*Hunton & Williams LLP*

## CERTIFICATE OF BIDDING AGENT

This Certificate is being furnished by Bond Logistix LLC (the "*Bidding Agent*") with respect to the \$353,877,863 aggregate principal amount of Route 895 Connector Toll Road Revenue Bonds, Series 1998A, Series 1998B and Series 1998C (the "*Bonds*"), issued by the Pocahontas Parkway Association (the "*Issuer*") and which are being defeased on the date hereof by the Issuer. This Certificate is intended to enable Hunton & Williams, LLP, as Bond Counsel with respect to the Bonds, to render its opinion regarding the exclusion from gross income of interest payable on the Bonds. The undersigned HEREBY CERTIFIES as follows:

1. On June 22, 2006 (the "Bid Date"), the Bidding Agent participated in the solicitation of bids for the investment of gross proceeds of the Bonds held in the Escrow Fund. In this connection, the Bidding Agent timely forwarded to potential providers a bona fide solicitation for the purchase of investment securities (the "*Investment Securities*") that specified, in writing, all material terms of the purchase, including the escrow requirements schedule for the funds to be invested.
2. The terms of the bid specifications were commercially reasonable. Each term was included for a legitimate business reason, other than to increase the purchase price or decrease the yield of the Investment Securities.
3. The bid specifications contained a notice to potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any formal or informal agreement that the potential provider has with the Issuer, the Bidding Agent, or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Issuer, the Bidding Agent, or any other person for purpose of satisfying the federal income tax requirement that investments purchased with proceeds of tax-exempt obligations must be purchased at fair market value prices.
4. At least three reasonably competitive providers were solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased. All potential providers had an equal opportunity to bid, and no potential provider was given the opportunity to review other bids before providing a bid.
5. The Bidding Agent received at least three bids for the purchase meeting the qualifications of the specifications, from providers having no material financial interest in the Bonds, that were solicited by the Bidding Agent. At least one of the three bids was from a reasonably competitive provider, and no bid was from the Bidding Agent.
6. The Investment Securities provided by Merrill Lynch (the "*Provider*") were the highest yielding portfolio of investment securities (net of any broker's fees) for which qualifying bids were made.

7. The cost of the Investment Securities provided by the Provider (including the cost of the fee referred to in paragraph 8 hereof) is not greater than the cost of the most efficient portfolio comprised exclusively of United States Treasury Securities, State and Local Government Series ("SLGS"), determined as of the Bid Date.

8. The Bidding Agent was paid a fee of \$28,000 by the Provider in connection with the purchase of the Investment Securities. No other amount has been or will be paid to the Bidding Agent by any person in connection with the purchase of the Investment Securities. \$28,000 is a reasonable fee for the Bidding Agent's services in connection with soliciting bids for the Investment Securities. \$28,000 does not exceed the lesser of i) \$32,000, or ii) 0.2% of the amount of gross proceeds of the Bonds invested in the Investment Securities (or \$3,000 if .2% of the amount of gross proceeds of the Bonds invested in the Investment Securities is less than \$3,000). Except as set forth above, the Bidding Agent has not received any fees with respect to the investment of any proceeds of the Bonds.

9. Attached hereto as Schedule 1 is documentation that the Bidding Agent provided to the Issuer, which sets forth (i) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and (ii) the bid solicitation form and, if the terms of the purchase agreement deviated from the bid solicitation form or a submitted bid was modified, a brief statement explaining the deviation and stating the purpose for the deviation. Attached hereto as Schedule 2 is documentation that the Bidding Agent provided to the Issuer showing the cost of the most efficient portfolio comprised exclusively of SLGS, determined as of the Bid Date.

Dated: June 22, 2006

**BOND LOGISTIX LLC**

By

  
Authorized Representative

**SCHEDULE 1**  
**BIDDING DOCUMENTATION**



**BONDLOGISTIX** LLC  
INSIGHT. INNOVATION. INTEGRATION.

777 South Figueroa Street, Suite 3200  
Los Angeles, CA 90017  
Phone 213 612 2200  
Fax 213 612 2499  
[www.bondlogistix.com](http://www.bondlogistix.com)

**Date:** Thursday, June 22, 2006

**To:** Securities Dealers Providers (the "Providers")

**From:** Jeff Higgins  
Bond Logistix LLC  
E-mail: <mailto:jhiggins@bondlogistix.com>  
Telephone: (213) 612-2209  
Facsimile: (213) 612-2499

**Re:** Pocahontas Parkway Association (the "Issuer")  
Route 895 Connector  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B, and Series 1998C ("Bonds")  
Defeasance Escrow ("Escrow")

Transurban (the "Purchaser") will purchase or has agreed to purchase from the Pocahontas Parkway Association (the "Issuer") the parkway originally financed with the proceeds of the above-referenced issuance (the "Bonds"). As part of the terms of the purchase, the Purchaser will be required to defease the Bonds. The Purchaser requests offers to provide Eligible Escrow Securities (as defined herein) producing a cash flow sufficient to pay, including maturing principal and interest and any call premium, the debt service requirements listed on Exhibit A of the attached Request For Offers.

The Request For Offers and Bid Submittal Form Exhibit B will be provided to interested parties at least one hour prior to the stated close of offers. The terms of the offer will be subject to the terms and conditions outlined herein, including the attached term sheet. By submitting offers to sell any Specified Escrow Securities the provider agrees to abide by the following terms and conditions, including the terms and conditions set forth in the attached term sheet.

As more fully described in the attached term sheet, the Purchaser will accept offers for the Specified Escrow Securities on **Thursday, June 22, 2006 at 11:15 a.m. EST/ 8:15 a.m. PST** for settlement on **Thursday, June 29, 2006** (the "Settlement Date") no later than 11:00 am EST. On the Settlement Date, the successful provider will make delivery of the Specified Escrow Securities to the Escrow Agent (as defined herein). Awards will be made on an all or none basis, and determined based on the lowest net cost.

It is expected that the verbal award will be made within 15 minutes of the close of offers (**OFFERS MUST BE HELD FIRM DURING THE 15 MINUTE REVIEW PERIOD**). Offers are due care of Jeff Higgins at the telephone number listed above. The Purchaser reserve the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any offer, and in such event, the Providers will have no recourse against the Purchaser or any of its agents, advisor, attorneys, or Bond Logistix LLC ("BLX").

## **Request For Offer**

**Date and Time of Offer:**

**Thursday, June 22, 2006;** 11:15 AM New York Time

**Providers must hold the offer price firm for 15 minutes.**  
Verbal notice of award will be given within 15 minutes of close of offers.

**Award Time:**

**Thursday, June 22, 2006;** 11:30 AM New York Time

**Settlement Date:**

**Thursday, June 29, 2006**

**Escrow Trustee:**

Sun Trust Bank  
Attn: Nancy Harrison (804) 782-5726

**Financial Advisor to Purchaser**

Depfa Bank PLC

**Bond Counsel:**

Hunton & Williams LLP

**Delivery Instructions:**

TBA

**Basis of Award:**

***LOWEST NET COST***, including any initial cash. In the event of a tie, the Purchaser will determine the award.

**Terms of Offer:**

Providers are requested to offer an escrow of Eligible Securities whose maturing principal and interest are sufficient to cash match the defeasance requirement amounts on or before the defeasance requirement dates (the "Defeasance Escrow"). (See attached Exhibit A). No bidders will be given the opportunity to review other bids before providing bids.

**Eligible Securities:**

**Non-callable securities which are direct obligations of, or which are unconditionally guaranteed by, the United States of America (including U.S. Treasury Bills, Notes and Strips and the interest component of REFCORP strips.**

**Verification:**

The award to the Provider supplying conforming Defeasance Escrow shall be contingent upon successful verification. The winning Provider will be required to correct any computational errors at its expense.

**Verification Agent**

McGladrey and Pullen

**Delivery:**

On settlement date, ***Thursday, June 29, 2006***, the winning Provider shall be required to **guarantee delivery** of the securities by 11:00 AM EST.

**Temporary Substitutions:**

Temporary substitute securities are intended to be used in the event the original securities are not available for delivery on



settlement date. Substitute securities must be Eligible Securities and must have equal or greater cash flows which mature on or before the defeasance requirement dates. Any additional verification costs or Escrow Trustee costs are to borne by the Provider.

**Requirements:**

See Exhibit A. Schedules are subject to change.

**Submit offers to:**

Jeff Higgins  
Bond Logistix LLC  
E-Mail: [jhiggins@bondlogistix.com](mailto:jhiggins@bondlogistix.com)  
Telephone: (213) 612-2209  
Facsimile: (213) 612-2499

*At the time of award, the winning Provider must forward reports with (i) a description of the securities (including CUSIP number, par amount, maturity date, dollar price, accrued interest (if applicable), and total cost of each security; (ii) a schedule showing the cash flow of the securities; (iii) demonstration of cash flow sufficiency to meet the Defeasance Escrow requirements set for on Exhibit A; and (iv) proof of yield.*

**Documents:**

All Providers are required to follow-up telephone offerings by sending the acknowledgment of terms page, **Schedule A**.

**Broker's Fee:**

Bond Logistix LLC shall be paid a fee of \$28,000 by the winning Provider.

**Provider's Market Certificate:**

The winning Provider is expected to deliver a certificate in substance similar to **Attachment B**.

**Additional information:**

The Provider will have no recourse against the Issuer, Escrow Trustee, Bond Counsel, Financial Advisor, Bond Logistix LLC, Verification Agent or any other party in the working group (other than the Purchaser) should the transaction not close.

The Purchaser reserves the right to waive any irregularities and to reject all offers.

The Provider will have no recourse against the **Purchaser**, Issuer, Escrow Trustee, Bond Counsel, Financial Advisor, Bond Logistix LLC, Verification Agent or any other party in the working group should the Purchaser reject all offers.

Confirmations and schedules are to be supplied to the Purchaser, Financial Advisor, Bond Logistix LLC, Bond Counsel, Verification Agent and other parties on a timely basis.

The Purchaser reserves the right to purchase SLGS if SLGS provide the most efficient portfolio.

**Waiver of Conflict:**

If Bond Logistix LLC, or its parent company Orrick, Herrington & Sutcliffe LLP, has represented, is representing, or may represent in the future the Provider in some other matter, any conflict that may exist or appear to exist is waived or consented to by such bidder by submitting a bid.

**Notification to Potential Bidders:**

Submission of a bid is a representation that the bidder did not consult with any other potential offeree about its offer, that its offer was determined without regard to any other formal or informal agreement that it has with the Issuer, Purchaser, or any other person (whether or not in connection with the Bonds), and that the offer is not being submitted solely as a courtesy to the Issuer, Purchaser, or any other person for the purposes of satisfying the "three bid" and reasonably competitive provider requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

If you require any additional information regarding this Request for Offers, please contact Jeff Higgins at (213) 612-2209.

**EXHIBIT A**

**DEFEASANCE ESCROW REQUIREMENTS**

<u>Date</u>	<u>Defeasance Requirements</u>
8/15/06	\$12,485,625.00
2/15/07	\$4,355,625.00
8/15/07	\$13,355,625.00
2/15/08	\$4,192,875.00
8/15/08	\$489,436,504.49

**Schedule A**

**REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

**Total Cost (Including Cash)**

Name of Offering Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date/Time: \_\_\_\_\_

## Attachment B

**CERTIFICATE OF ESCROW SECURITIES PROVIDER**

This certificate is being delivered by \_\_\_\_\_ (the "Provider") in connection with the Defeasance Escrow delivered by the Provider to Sun Trust Bank (the "Escrow Agent"), as escrow trustee under the Escrow Agreement, dated as of June, 2006, by and between the Pocahontas Parkway Association (the "Issuer") and the Escrow Trustee. The Provider understands and acknowledges that the Issuer (via Transurban), through the Escrow Trustee, will be investing the cash to effect a defeasance of the Bonds. On behalf of the Provider, the undersigned hereby certifies as follows:

1. The Provider is a reasonably competitive provider of escrow securities similar to the Escrow.
2. The Provider had no opportunity to review other bids before bidding.
3. The Provider is not making any payments to any third party in connection with the Agreement except as stated below:

Bond Logistix LLC

\$28,000

4. At the time the Provider offered on the escrow securities, the yield on the escrows securities were no less than the yields available from the Provider on reasonably comparable escrow securities offered to other persons, if any, from a source of funds other than gross proceeds of an issue of tax-exempt obligations.

Dated: June \_\_, 2006

Provider Name

By: \_\_\_\_\_

Authorized Representative

**\$353,877,863**  
**Pocahontas Parkway Association**  
**Route 895 Connector**  
**Toll Road Revenue Bonds, Series 1998A, B, and C**  
**Defeasance Escrow**

**Bid Date:** Thursday, June 22, 2006  
**Bid Time:** 8:15 am PST  
**Award Time:** 8:33 am PST  
**Settlement Date:** Thursday, June 29, 2006

<b>Bid Results</b>	<b>Cost of Portfolio (including cash deposit)</b>	<b>Lowest Cost</b>
JP Morgan	471,838,220.68	
HSBC	471,860,012.04	
Canter Fitzgerald	471,826,761.86	
Merrill Lynch	471,710,879.00	<b>Lowest Cost - Awarded</b>
Citigroup	471,961,791.81	
<b>Cost of SLGS Portfolio</b>	<b>472,563,824.00</b>	

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

\$ 471,838,220.68  
(without fee)

Name of Offering Firm: J.P. Morgan

Contact Name: Mike Heller

Title: V.P.

Authorized Signature: \_\_\_\_\_

Phone: 212 834 4143

Fax: \_\_\_\_\_

Date/Time: 6/22/06

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

471,860,012.04

Name of Offering Firm: HSBC Securities (USA) Inc  
Contact Name: Pierre Boucassa  
Title: Managing Director  
Authorized Signature: [Signature]  
Phone: 212-525-4657 Fax: 212-525-0301  
Date/Time: 6/22/06 11:15 AM EST



Pocahontas Parkway AssociationRFO Term Sheet - Page 6**Schedule A****REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

**Total Cost (Including Cash)**

\$471,826,761.86

Name of Offering Firm: Cantor Fitzgerald

Contact Name: Chris Cercey

Title: Director

Authorized Signature: [Signature]

Phone: 212-829-4713

Fax: 212-829-5420

Date/Time: 6/22/06

Pocahontas Parkway AssociationRFO Term Sheet - Page 6**Schedule A****REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeror about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).


The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

471,710,879.00

Name of Offering Firm: ~~DAVID GUTTAG~~ MERRILL LYNCH  
Contact Name: DAVID GUTTAG  
Title: TRADER  
Authorized Signature:   
Phone: 212-449-4675 Fax: \_\_\_\_\_  
Date/Time: 6/22/06 11AM EST.

Pocahontas Parkway Association

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow

213 612 2499

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

422,048 \$471,961,791.81

Name of Offering Firm: Citigroup  
Contact Name: Peter Colquhitt  
Title: Director  
Authorized Signature: VC Cate  
Phone: 212 723 6315 Fax: 212 723 8642  
Date/Time: 6/22/06 11:15AM

## Attachment B

**CERTIFICATE OF ESCROW SECURITIES PROVIDER**

This certificate is being delivered by MERRIM LYNN (the "Provider") in connection with the Defeasance Escrow delivered by the Provider to Sun Trust Bank (the "Escrow Agent"), as escrow trustee under the Escrow Agreement, dated as of June, 2006, by and between the Pocahontas Parkway Association (the "Issuer") and the Escrow Trustee. The Provider understands and acknowledges that the Issuer (via Transurban), through the Escrow Trustee, will be investing the cash to effect a defeasance of the Bonds. On behalf of the Provider, the undersigned hereby certifies as follows:

1. The Provider is a reasonably competitive provider of escrow securities similar to the Escrow.
2. The Provider had no opportunity to review other bids before bidding.
3. The Provider is not making any payments to any third party in connection with the Agreement except as stated below:

Bond Logistix LLC

\$28,000

4. At the time the Provider offered on the escrow securities, the yield on the escrows securities were no less than the yields available from the Provider on reasonably comparable escrow securities offered to other persons, if any, from a source of funds other than gross proceeds of an issue of tax-exempt obligations.

Dated: June 23 2006

Provider Name

By:

  
Authorized Representative

**SCHEDULE 2**  
**SLGS DOCUMENTATION**

**\$353,877,863**  
**Pocahontas Parkway Association**  
**Route 895 Connector**  
**Toll Road Revenue Bonds, Series 1998A, B, and C**

**Defeasance Escrow Analysis - June 29, 2006**

**Schedule 2 - SLGS**

**1. Securities**

**SLG Rate Table Date:** June 22, 2006  
**Settlement Date:** June 29, 2006

Security Type	TIN #	Settlement Date	Maturity Date	Par Amount	Coupon	Purchase Price	Purchase	Accrued Interest	Purchase Price
Certificate	1.00	06/29/06	08/15/06	9,308,891	4.600%	100.0000	4.600%	0.00	9,308,891.00
Certificate	2.00	06/29/06	02/15/07	0	5.220%	100.0000	5.220%	0.00	0.00
Note/Bond	3.00	06/29/06	08/15/07	0	5.210%	100.0000	5.210%	0.00	0.00
Note/Bond	4.00	06/29/06	02/15/08	0	5.200%	100.0000	5.200%	0.00	0.00
Note/Bond	5.00	06/29/06	08/15/08	463,254,783	5.190%	100.0000	5.190%	0.00	463,254,783.00
								<b>0.00</b>	<b>472,563,674.00</b>

**Cost of SLGS: 472,563,674.00**  
**Cash Deposit: 180.00**  
**Total Cost of Escrow Portfolio: 472,563,854.00**

\$353,877.863  
Pocahontas Parkway Association  
Route 895 Connector  
Toll Road Revenue Bonds, Series 1998A, B, and C  
Defeasance Escrow Analysis - June 29, 2006

**Schedule 2 - SLGS**  
**2. Cash Flow, Sufficiency and Yield**

Date	Description	SLG Principal	SLG Rate	SLG Interest	SLG Receipts	Escrow Requirements	Excess Cash	0% SLG Reinvest	0% SLG Mature	Cash Flow Sufficiency	Adjusted SLG Receipts	Present Value of Escrow Receipts @ 5.126237%
06/29/06	Cash Deposit						150.00			150.00	0.00	(472,563,674.00)
08/15/06	SLG Receipt	9,308,891.00	4.800%	3,176,734.25	12,485,625.25	12,485,625.00	150.25			150.25	12,485,625.25	12,405,133.12
02/15/07	SLG Receipt	-	5.220%	12,021,461.62	12,021,461.62	4,355,625.00	7,665,986.87	(7,665,986.00)		0.87	4,355,475.62	4,219,252.37
08/15/07	SLG Receipt	-	5.210%	12,021,461.62	12,021,461.62	13,355,625.00	6,331,823.48		1,334,163.00	0.49	13,355,624.62	12,814,563.09
02/15/08	SLG Receipt	-	5.200%	12,021,461.62	12,021,461.62	4,192,875.00	14,160,410.11	(7,628,567.00)		0.11	4,192,874.62	3,861,262.76
08/15/08	SLG Receipt	463,254,763.00	5.190%	12,021,461.62	475,276,244.62	489,436,504.49	150.24		14,160,410.00	150.24	489,436,664.62	439,463,442.67
		<b>472,563,674.00</b>		<b>51,267,580.73</b>	<b>523,826,254.73</b>	<b>523,826,254.49</b>		<b>(15,494,573.00)</b>	<b>15,494,573.00</b>		<b>523,826,254.73</b>	<b>(0.00)</b>

Purchase Price of SLGs: 472,563,674.00  
Variance: (0.00)

**CERTIFICATE OF TRUSTEE**  
**REGARDING PAYMENT OF BONDS**

The undersigned authorized representative of SunTrust Bank (formerly Crestar Bank), as Trustee and Escrow Agent (the "Trustee"), **DOES HEREBY CERTIFY THAT:**

(1) The Trustee serves as trustee under a Master Indenture of Trust dated as of July 1, 1998, as amended and supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as so amended and supplemented, the "Indenture"), between the Pocahontas Parkway Association (the "Issuer"), and the Trustee.

(2) The Trustee has duly executed an Escrow Deposit Agreement dated as of the date hereof (the "Escrow Agreement"), between it and the Issuer, under which funds have been deposited with the Trustee for the purpose of redeeming or defeasing all of the Issuer's outstanding Bonds, as defined in the Indenture.

(3) At the opening of business on June 28, 2006, the following amounts were on deposit under the Indenture in the funds indicated:

Revenue Fund	\$ 375,000.00
Debt Service Fund	\$7,509,382.47
Debt Service Reserve Fund	\$33,831,363.84
Renewal and Replacement Fund	\$ 0
Surplus Fund	\$ 0
Rebate Fund	\$ 0
Pre-Opening Expense Fund	\$ 11,308.26

(4) The Trustee hereby acknowledges receipt of instructions from the Issuer in the Escrow Agreement to transfer the amount in the funds described in paragraph (3) in the total amount of \$41,727,054.57 to the Escrow Fund established under the Escrow Agreement and together with amounts described in paragraph (5) below acquire certain securities as set forth in the Escrow Agreement.

(5) Simultaneously with the delivery of this certificate, the Trustee, as holder of the Escrow Fund established under the Escrow Agreement, has received \$461,333,789.61 of funds. The Trustee will use such funds and the amounts transferred to the Escrow Fund as described in paragraph (4) above as described in the Escrow Agreement.

(6) The Trustee has received from the Issuer irrevocable instructions to redeem the Bonds on the date hereof, on the date 30 days after the date hereof and August 15, 2008 (the "Redemption Dates"), pursuant to Section 4 of the Escrow Agreement and the consent of an



Authorized Department Representative, as defined in the Indenture, as required by Section 4.05 of the Indenture.

(7) The Trustee hereby acknowledges that (i) all of the amount transferred to the Trustee as described in paragraphs (4) and (5) above, has been applied to the purchase of the Escrowed Securities, as defined in the Escrow Agreement, or to pay Bonds redeemed on the date hereof, and (ii) in reliance on the verification report prepared by McGladrey & Pullen, LLP, the principal of, and interest on, the Escrowed Securities payable at the respective maturities thereof on or before the Redemption Dates and the cash balance will be sufficient to fully pay when due the principal of, redemption premium and interest on the Bonds (other than those redeemed on the date hereof) due and to become due on the Redemption Dates, as provided in the Escrow Agreement, and any other amounts payable or to become payable with respect to the Bonds, all in accordance with the Indenture, and that the Bonds are deemed paid and no longer outstanding under the Indenture on the date hereof.

(8) The Trustee will cause notices of redemption regarding the Bonds meeting the requirements of Section 405 of the Indenture, to be sent to all registered owners of Bonds not less than 30 days prior to the Redemption Dates in accordance with Section 405 of the Indenture.

(9) The arrangements that have been made for the payment of all of the fees and expenses of the Trustee and of its counsel are satisfactory to the Trustee under the Indenture.

(10) The certificate of the Issuer has been delivered to the effect that the Issuer has well and truly kept, performed and observed all of the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it.

(11) Pursuant to Section 801 of the Indenture, the Indenture and the rights and liens granted thereby shall cease, terminate and be void.

[Remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, SunTrust Bank has caused this certificate to be executed by its authorized signatory, as of the 29th day of June, 2006.

**SUNTRUST BANK**, as Trustee

By Nancy C. Harrison  
Authorized Representative

**TAX CERTIFICATE  
WITH RESPECT TO REMEDIAL ACTION  
OF POCAHONTAS PARKWAY ASSOCIATION**

The undersigned officer of the Pocahontas Parkway Association (the "Issuer"), makes the certifications set forth in this Certificate with respect to certain remedial action relating to (i) the Issuer's Route 895 Connector Senior Current Interest Toll Road Revenue Bonds, Series 1998A (the "Series 1998A Bonds") in the original principal amount of \$169,700,000, (ii) the Issuer's Route 895 Connector Senior Capital Appreciation Toll Road Revenue Bonds, Series 1998B (the "Series 1998B Bonds") in the original principal amount of \$148,310,627, and (iii) the Issuer's Route 895 Connector First Tier Subordinate Capital Appreciation Toll Road Revenue Bonds, Series 1998C (the "Series 1998C Bonds") in the initial principal amount of \$35,867,236. (The Series 1998A Bonds, the Series 1998B Bonds and the Series 1998C Bonds are together sometimes herein referenced as the "Bonds".)

1. **Definitions.** The following words and terms as used in this Certificate shall have the following meanings unless a different meaning clearly appears from the context:

"Amended and Restated Comprehensive Agreement" shall mean the Amended and Restated Comprehensive Agreement dated as of the date hereof, between the Buyer and VDOT.

"Asset Purchase Agreement" shall mean the Asset Purchase Agreement dated as of June 21, 2006, between the Issuer and the Buyer.

"Buyer" shall mean Transurban 895 LLC.

"Code" shall mean the Internal Revenue Code of 1986, as amended, as it applies to the Bonds, including applicable regulations and revenue rulings thereunder. Reference herein to any specific provision of the Code shall be deemed to include any successor provision of such provision of the Code.

"Defeasance Investment Securities" shall have the meaning assigned in the Indenture.

"Defeased Bonds" shall mean all of the outstanding Bonds.

"Disposition Date" shall mean June 21, 2006, the date on which the Issuer entered into the Asset Purchase Agreement and the date that VDOT entered into the Amended and Restated Comprehensive Agreement.

"Disposition Proceeds" shall have the meaning given in paragraph 4.

"Escrow Agent" shall mean SunTrust Bank, or its successors serving as such hereunder.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated as of the date hereof, between the Issuer and the Escrow Agent, in the form attached as Exhibit A relating to the defeasance of the Bonds.

"FD/MK" shall mean FD/MK Limited Liability Company, a Virginia limited liability company.

"Indenture" shall mean the Master Indenture of Trust and the First Supplemental Indenture of Trust each dated as of July 1, 1998, between the Issuer and the Escrow Agent, as trustee, including any amendments or supplements thereto as permitted therein.

"Initial Issuance Date" shall mean July 9, 1998, the date of initial delivery of the Bonds.

"Issuer" shall mean Pocahontas Parkway Association, a Virginia nonstock, not-for-profit corporation.

"Original Comprehensive Agreement" shall mean the Comprehensive Agreement dated June 3, 1998, between VDOT and FD/MK.

"Project" shall mean the 895 toll road project financed with the issuance of the Bonds.

"Project Financing Agreement" shall mean the Project Financing, Assignment and Assumption Agreement dated June 3, 1998, between FD/MK, VDOT and the Issuer

"VDOT" shall mean the Virginia Department of Transportation, a department of the Commonwealth of Virginia.

"Verification Report" shall mean the verification report dated the date hereof issued by McGladrey & Pullen, LLP and attached hereto as Exhibit B.

2. Background. The Bonds, together with other available funds, financed the costs of the Project, pursuant to the terms of the Original Comprehensive Agreement and Project Financing Agreement. The Project has been completed and was opened for public use in September 2002. Since its opening for public use, the Project has been operated as a public toll road in the manner described in the Issuer's Tax Compliance Certificate Relating to Arbitrage Bonds, Private Activity Bond Tests and Miscellaneous Restrictions delivered in connection with the issuance of the Bonds (the "Original Tax Certificate").

3. Sale of Certain Project Assets and Private Business Use. Certain assets and rights associated with the Project are being sold by the Issuer to the Buyer pursuant to the Asset Purchase Agreement. In connection with such sale, the Amended and Restated Comprehensive Agreement will be entered into to establish the Buyer's rights and duties with respect to the operation of the Project and grant the Buyer a permit under which the Buyer has the exclusive right as of the date hereof to develop, finance, maintain, improve, equip, modify, repair and operate the Project. Such actions by the Issuer and VDOT constitute a deliberate action, subsequent to the issue date, that causes the conditions of the private business test to be met within the meaning of Section 141 of the Code and Treasury Regulations 1.141-2(d)(1). The Issuer represents prior to the execution of the Asset Purchase Agreement and the Amended and Restated Comprehensive Agreement that no contracts have been, or will be, entered into for the sale of the Project except for contracts that are subject to material contingencies that have not yet been satisfied. As a result of such deliberate action, the Issuer is taking the remedial action described herein pursuant to Treasury Regulations 1.141-12.

As a result of such deliberate action, the Issuer will receive: (1) an amount sufficient to pay or defease the Bonds which will be deposited with the Escrow Agent under the Escrow Deposit Agreement to pay or defease the Bonds; (2) amounts sufficient to pay amounts owed to VDOT, and (3) amounts sufficient to pay the transaction costs and expenses of the Issuer and to pay all other incidental expenses incurred by the Issuer to wind up its business and dissolve as soon as practicable. In addition, VDOT may receive in the future certain permit fees under the Amended and Restated Comprehensive Agreement if the Buyer achieves certain specified rates of return. Except as described above, there are no Disposition Proceeds. Any amount received by VDOT as a permit fee will immediately be deemed treated as used to pay the next capital expenditures incurred by VDOT and will be treated by VDOT as "gross proceeds" of tax-exempt bonds until so allocated as specified below.

4. Remedial Action; General Conditions. The Issuer represents with respect to the Bonds: (1) that it was reasonably expected on the Issue Date that the Issuer would be the sole user of the Project for the entire term of the Bonds, (2) that the maturity of the Bonds is not unreasonably long (the weighted average maturity of the Bonds (23.698 years) is not greater than 120 percent of the average reasonably expected economic life of the Project) (in excess of 30 years)), (3) that the terms of the arrangements for the sale of the Project are bona fide and arm's-length, and the Buyer will pay fair market value for the Project, (4) that the Disposition Proceeds will be treated as gross proceeds for purposes of Section 148 of the Code (for purposes of eligibility for temporary periods under Section 148(c) of the Code and exemptions from the requirement of Section 148(f) of the Code, the date of receipt of the Disposition Proceeds is treated as the issue date), and (5) that the proceeds of the Bonds have been expended on a government purpose as specified in paragraph 2. "Disposition Proceeds" shall mean any amounts (including property, such as an agreement to provide services) derived from the sale, exchange, or other disposition of property (other than investments) financed with the proceeds of an issue including amounts under the Asset Purchase Agreement and the Amended and Restated Comprehensive Agreement. Because VDOT has a right to receive permit fees in the future, the consideration for the transfer is not exclusively for cash.

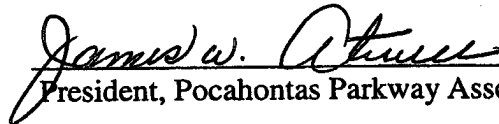
5. Remedial Action; Bond Defeasance. The Issuer agrees with respect to the defeasance of Defeased Bonds: (1) all of the Defeased Bonds will be defeased by the Escrow Agreement (proceeds of tax-exempt bonds must not be used for this purpose) within 90 days of the deliberate action, (2) the Defeased Bonds will be redeemed at the earliest call date after the deliberate action (August 15, 2008), (3) the Issuer will provide written notice to the Commissioner of the Internal Revenue Service of the establishment of the defeasance escrow within 90 days of the date the defeasance escrow is established in the form attached hereto as Exhibit C, (4) the period between the issue date (July 9, 1998) and the first call date (August 15, 2008) is less than 10 1/2 years and (5) the defeasance escrow created in the Escrow Agreement is an irrevocable escrow established to redeem bonds on their earliest call date in an amount that, together with investment earnings, is sufficient to pay all the principal of, and interest and call premium on, bonds from the date the escrow is established to the earliest call date and the escrow will not be invested in higher yielding investments or in any investment under which the Borrower is a user of the proceeds of the bonds. The Verification Report has been delivered to the Issuer. Based on the Verification Report, the yield on the defeasance escrow is 5.2175%, and the yield on the Bonds is 5.74735%. The certificate of a financial advisor attached hereto as

Exhibit D has been delivered to the Issuer pursuant to Section 2.3 of the Asset Purchase Agreement to establish the fair market value of the Defeasance Investment Securities.

6. Rebate. The Issuer will cause a calculation of the final rebate to be performed and make any required rebate payment as required by Treasury Regulations Section 1.148-3.

7. Additional Representations of Issuer. The Issuer represents and warrants that to its knowledge, (i) upon receipt by the Issuer from the Buyer of the amounts described in paragraph 3 above, the Issuer will have sufficient funds to pay in full all debts and other obligations of the Issuer and (ii) upon application of the amounts to defease the Bonds and to pay all other amounts due under the Indenture, the Issuer shall have paid, performed and observed all of the covenants and conditions to be kept, performed and observed by it under the Indenture.

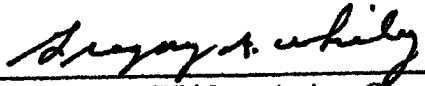
WITNESS my signature this 29th day of June, 2006.

  
\_\_\_\_\_  
President, Pocahontas Parkway Association

I, the undersigned officer of the Department of Transportation of the Commonwealth of Virginia ("VDOT"), hereby certify that I have read the foregoing paragraphs and that nothing has come to my attention to cause me to believe that any of those paragraphs contain information that is incorrect.

To the extent required by the Code, as defined above, any amount received by VDOT as described in paragraph 3 above prior to August 15, 2035 will be immediately treated as being used to pay the next capital expenditures incurred by VDOT and will be treated by VDOT as "gross proceeds" of tax-exempt bonds until so used. If such use is not made in time to qualify for an exception to rebate under applicable Federal law by treating the date of receipt of the permit fees as the issue date, VDOT shall calculate and pay the applicable rebate amount, if any, to the United States government.

WITNESS my signature this 29th day of June, 2006.

  
Gregory A. Whirley, Acting Commonwealth  
Transportation Commissioner, Virginia  
Department of Transportation

**ESCROW DEPOSIT AGREEMENT**

between

**POCAHONTAS PARKWAY ASSOCIATION**

and

**SUNTRUST BANK,  
as Escrow Agent,**

**Dated as of June 29, 2006**



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**THIS ESCROW DEPOSIT AGREEMENT**, dated as of June 29, 2006, between the **POCAHONTAS PARKWAY ASSOCIATION**, a Virginia nonprofit corporation (the "Issuer"), and **SUNTRUST BANK**, a banking corporation duly organized under the laws of the State of Georgia and having a corporate trust office in Richmond, Virginia, as escrow agent hereunder (the "Escrow Agent"),

**WITNESSETH:**

**WHEREAS**, the Issuer has previously issued the Issuer's (i) Route 895 Connector Senior Current Interest Toll Road Revenue Bonds, Series 1998A (the "Series 1998A Bonds") in the outstanding principal amount of \$166,700,000, (ii) Route 895 Connector Senior Capital Appreciation Toll Road Revenue Bonds, Series 1998B (the "Series 1998B Bonds") in the outstanding principal amount of \$148,310,627, (iii) Route 895 Connector First Tier Subordinate Capital Appreciation Toll Road Revenue Bonds, Series 1998C (the "Series 1998C Bonds") in the outstanding principal amount of \$35,867,236, (iv) Route 895 Connector Second Tier Subordinate Capital Appreciation Toll Road Revenue Bonds, Series 1998D (the "Series 1998D Bonds") in the outstanding principal amount of \$18,000,000, (v) Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 1998E (the "Series 1998E Bonds") in the outstanding principal amount of \$0, (vi) Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 2001A (the "Series 2001A Bonds") in the outstanding principal amount of \$443,385.66, (vii) Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 2004A (the "2004A Bonds"), in the outstanding principal amount of \$2,362,136, (viii) Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 2005A (the "Series 2005A Bonds") in the outstanding principal amount of \$1,859,112 and (ix) Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 2006A (the "Series 2006A Bonds") in the outstanding principal amount of \$2,195,547.12 (the Series 1998A Bonds, the Series 1998B Bonds and the Series 1998C Bonds, referenced herein as the "Defeased Bonds"; the Series 1998D Bonds, the Series 2001A Bonds, the Series 2004A Bonds, the Series 2005A Bonds and the 2006A Bonds, referenced herein as the "Currently Redeemed VDOT Bonds"; and all such bonds referenced herein as the "Bonds"), pursuant to a Master Indenture of Trust dated as of July 1, 1998, as amended and supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as so amended and supplemented, the "Indenture"), between the Issuer and SunTrust Bank (formerly Crestar Bank), as trustee (the "Trustee"); and

**WHEREAS**, the Bonds were issued to finance the toll road known as the Pocahontas Parkway as more fully described in the Indenture; and

**WHEREAS**, the Issuer and Transurban 895 LLC (the "Buyer") have entered into an Asset Purchase Agreement dated as of June 21, 2006 (the "Agreement"), whereby certain assets of the Issuer will be sold to the Buyer; and

**WHEREAS**, the Issuer has entered into this Escrow Deposit Agreement with the Escrow Agent simultaneously with the sale in order to ensure that the procedure required for the payment and redemption of the Bonds will be followed; and

**WHEREAS**, upon the execution of this Escrow Deposit Agreement, the Escrow Agent as Trustee for the Bonds will deliver a certificate, in the form attached as Appendix A,

acknowledging that the Bonds are deemed paid and no longer outstanding under the Indenture and that the lien of the Indenture is discharged pursuant to Section 801 thereof;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

**1. Establishment of Irrevocable Escrow Funds; Deposit of Funds.**

There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated "Pocahontas Parkway Associates Escrow Fund" (the "Escrow Fund"). The Issuer hereby irrevocably pledges amounts in the Escrow Fund to the payment of the principal of and interest on the Currently Redeemed VDOT Bonds accrued and unpaid to the date hereof (the "Currently Redeemed VDOT Bonds Redemption Date") and to the payment of the principal of, premium and interest on the Defeased Bonds accrued and unpaid to August 15, 2008 (the "Defeased Bonds Redemption Date"). The Issuer hereby instructs the Escrow Agent to accept for deposit in the Escrow Fund \$461,333,789.61 received by the Issuer pursuant to the Agreement and to transfer \$41,727,054.57 in the aggregate from funds held in the Revenue Fund, the Debt Service Fund, the Pre-Opening Expense Fund and the Debt Service Reserve Fund under the Indenture to the Escrow Fund. The deposit and pledge hereunder are made for the benefit of the holders from time to time of the Bonds and may not be revoked by the parties hereto and such deposit shall be held by the Escrow Agent separate and apart from any other funds of the Escrow Agent.

**2. Investment of Funds.**

The Escrow Agent, concurrently with its receipt of the deposit of the funds described in paragraph 1, shall use \$471,710,876.64 of the moneys in the Escrow Fund to purchase the securities described in Appendix B hereto (the "Escrowed Securities").

The Issuer represents to the Escrow Agent that the Escrowed Securities are not subject to redemption or prepayment prior to their stated maturity and shall mature on or before the time when they will be required for the payment of the principal of, premium and interest on the Bonds.

**3. Payment of Bonds.**

The Escrow Agent shall collect the principal of and interest on the Escrowed Securities as the same become due and deposit the same in the Escrow Fund. The Escrow Agent shall use the amounts on deposit in the Escrow Fund to pay the principal of and accrued interest on the Currently Redeemed VDOT Bonds on Currently Redeemed VDOT Bonds Redemption Date and to pay the principal of, premium and accrued interest on the Defeased Bonds until and on the Defeased Bonds Redemption Date.

**4. Redemption of the Bonds; Irrevocable Instructions.**

The Issuer hereby irrevocably elects to redeem (a) the Currently Redeemed VDOT Bonds on the Currently Redeemed VDOT Bonds Redemption Date, upon payment of the principal amount of such Bonds and interest accrued and unpaid to the Currently Redeemed VDOT Bonds

Redemption Date in an amount equal to \$31,349,965.18, (b) the Series 1998E Bonds on the date 30 days from the date hereof (the "Series 1998E Bonds Redemption Date") without any payment, and (c) the Defeased Bonds not previously paid on the Defeased Bonds Redemption Date, upon payment of the principal amount of such Bonds plus premium and interest accrued and unpaid to the Defeased Bonds Redemption Date. The written consent of the Department of Transportation ("VDOT") required by Section 405 of the Indenture and a waiver of notice of redemption with respect to the Currently Redeemed VDOT Bonds is attached hereto as Appendix C. The Escrow Agent agrees that it will cause notice of the call for such redemption identifying Series 1998E Bonds and the Defeased Bonds to be redeemed (the "Redemption Notice") in substantially the forms included in Appendix D-1 or D-2, as applicable, to be sent by first class mail postage prepaid not less than 30 days nor more than 60 days prior to the Series 1998E Bonds Redemption Date or the Defeased Bonds Redemption Date, as applicable, to each of the holders of such Bonds in registered form at their addresses appearing upon the registration books of the Escrow Agent and to any Nationally Recognized Municipal Securities Information Depository, as defined in the Indenture (together, the "Notice Recipients"), in accordance with Section 405 of the Indenture.

The Escrow Agent agrees to send a notice of defeasance in substantially the form included in Appendix E, to the Notice Recipients promptly upon the execution and delivery of this Agreement by facsimile transmission, first class mail postage prepaid or overnight express delivery.

#### **5. Liability of Escrow Agent.**

The Escrow Agent shall have no responsibility to the Issuer or any other person in connection with this Agreement, except as specifically provided, and shall not be responsible for anything done or omitted to be done by it except for its own gross negligence or willful default in the performance of any obligation imposed on it hereunder. Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the Issuer, among others, at any time. The Escrow Agent may request an opinion of counsel for a determination of any legal issue which might arise in the performance of its duties hereunder and such opinion of counsel shall be full and complete authorization for any action taken, suffered or omitted by the Escrow Agent in reliance thereon. This Agreement sets forth exclusively the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.

**6. Payment of Escrow Agent.**

The Escrow Agent acknowledges receipt of good and valuable consideration for the services rendered or to be rendered by it pursuant to this Agreement. The Issuer shall pay all of the Escrow Agent's reasonable fees and expenses in connection with the performance of its duties under this Agreement.

**7. Evidence Upon Which Escrow Agent and the Issuer May Act.**

The Escrow Agent and the Issuer may act upon any notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other instrument or document that the Escrow Agent and the Issuer in good faith believe to be genuine and to be what it purports to be.

**8. Resignation and Replacement of Escrow Agent.**

The Escrow Agent may resign, and thereby become discharged from the trusts, duties and obligations hereby created, by notice given to VDOT and each holder of a registered Bond, not less than 15 days before such resignation shall take effect. Such resignation shall take effect immediately, however, upon the earlier appointment of a new Escrow Agent hereunder and acceptance of the trusts hereby created. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed, the funds held hereunder transferred, and a proper accounting of funds has been made to the successor Escrow Agent. In the event of the resignation of the Escrow Agent prior to the expiration of this Agreement, the Escrow Agent shall rebate to VDOT a ratable portion of any prepaid fee theretofore paid by the Issuer to the Escrow Agent for its services under this Agreement. After any notice of resignation of the Escrow Agent, VDOT shall undertake to appoint a replacement Escrow Agent on terms reasonably acceptable to VDOT.

**9. Benefit of Agreement; Amendments.**

(a) This Agreement is made for the benefit of the Issuer, VDOT and the holders from time to time of the Bonds, except as otherwise expressly provided herein.

(b) This Agreement shall not be amended without the consent of the Escrow Agent, VDOT and the holders of the Bonds; provided, however, that VDOT and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement ("Amendments") as shall not adversely affect the rights of such holders or their claim to amounts in the Escrow Fund and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (i) to cure any ambiguity or formal defect or omission in this Agreement;
- (ii) to grant to, or confer upon, the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (iii) to subject to this Agreement additional or substitute funds, securities or properties that will be Escrowed Securities.

The Escrow Agent shall not undertake or execute any Amendment unless the Amendment complies with the requirements of this paragraph 9 and the Escrow Agent has received an opinion of counsel recognized on the subject of municipal bonds ("Bond Counsel") that (1) such Amendment complies with this paragraph, and the regulations and rulings thereunder applicable to the Bonds on the date of the Amendment, and (2) the Amendment will not cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or adversely affect the exemption from gross income for Federal income tax purposes of interest on the Bonds.

If at any time VDOT provides the Escrow Agent (i) Substitute Obligations (which must qualify as Defeasance Investment Securities under the Indenture) for deposit in the Escrow Fund in substitution for any of the Escrowed Securities identified previously as the Escrowed Securities to the Escrow Agent as being substituted or cash described above, (ii) a report of an independent certified public accountant acceptable to the Escrow Agent verifying that such Substitute Obligations, excluding reinvestment earnings, together with the remaining Escrowed Securities and cash, if any, are sufficient to pay when due the principal of, redemption premium and interest on the Bonds, and (iii) the opinion of Bond Counsel as provided above, then the Escrow Agent shall release, to or upon the direction of VDOT, such of the Escrowed Securities and cash as are no longer necessary, upon such substitution, to provide for payment of the Bonds. Whenever the Escrow Fund contains Escrowed Securities (including Substitute Obligations) and cash that according to the verification report of an independent public accountant provided the Escrow Agent on the date of delivery of this Escrow Agreement, or such more recent verification report provided in accordance with the preceding sentence, are not necessary to provide for the payment when due of principal of and redemption premium of and interest on the Bonds in accordance with this Escrow Agreement, the Escrow Agent, upon request of VDOT, shall transfer such excess cash or Escrowed Securities to VDOT upon receipt from VDOT of a certification that VDOT will use any such excess cash or Escrowed Securities in accordance with instructions of Bond Counsel.

#### **10. Escrow Fund Continue in Effect.**

The Escrow Fund shall continue in effect to and including the date upon which the Escrow Agent makes the final payment of principal, redemption premium, if any, and interest coming due on the Bonds.

#### **11. Notices.**

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by registered or certified mail, postage prepaid, addressed (a) if to the Issuer, at Pocahontas Parkway Association, c/o Mr. James W. Atwell, President, Commonwealth Service Company, 2108 West Laburnum Avenue, Suite 210, Richmond, Virginia 23227; (b) if to the Escrow Agent, at SunTrust Bank, 919 East Main Street, Richmond, Virginia 23219 (Attention: Corporate Trust Services); and (c) if to VDOT, at 1401 East Broad Street, Richmond, Virginia 23219 (Attention: Commissioner). The above parties may by notice given hereunder designate any further or different addresses to which subsequent

demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

**12. Successors and Assigns.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

**13. Termination.**

This Agreement shall terminate when the Bonds have been paid and discharged.

**14. Counterparts.**

This Agreement may be executed in several counterparts each of which shall be an original and all of which together shall constitute but one and the same instrument.

**15. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[Remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

**POCAHONTAS PARKWAY ASSOCIATION**

By \_\_\_\_\_  
President

**SUNTRUST BANK, Escrow Agent**

By \_\_\_\_\_  
Authorized Officer



**APPENDIX A**

**CERTIFICATE OF TRUSTEE  
REGARDING PAYMENT OF BONDS**

**CERTIFICATE OF TRUSTEE  
REGARDING PAYMENT OF BONDS**

The undersigned authorized representative of SunTrust Bank (formerly Crestar Bank), as Trustee and Escrow Agent (the "Trustee"), **DOES HEREBY CERTIFY THAT:**

(1) The Trustee serves as trustee under a Master Indenture of Trust dated as of July 1, 1998, as amended and supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as so amended and supplemented, the "Indenture"), between the Pocahontas Parkway Association (the "Issuer"), and the Trustee.

(2) The Trustee has duly executed an Escrow Deposit Agreement dated as of the date hereof (the "Escrow Agreement"), between it and the Issuer, under which funds have been deposited with the Trustee for the purpose of redeeming or defeasing all of the Issuer's outstanding Bonds, as defined in the Indenture.

(3) At the opening of business on June 28, 2006, the following amounts were on deposit under the Indenture in the funds indicated:

Revenue Fund	\$ 375,000.00
Debt Service Fund	\$7,509,382.47
Debt Service Reserve Fund	\$33,831,363.84
Renewal and Replacement Fund	\$ 0
Surplus Fund	\$ 0
Rebate Fund	\$ 0
Pre-Opening Expense Fund	\$ 11,308.26

(4) The Trustee hereby acknowledges receipt of instructions from the Issuer in the Escrow Agreement to transfer the amount in the funds described in paragraph (3) in the total amount of \$41,727,054.57 to the Escrow Fund established under the Escrow Agreement and together with amounts described in paragraph (5) below acquire certain securities as set forth in the Escrow Agreement.

(5) Simultaneously with the delivery of this certificate, the Trustee, as holder of the Escrow Fund established under the Escrow Agreement, has received \$461,333,789.61 of funds. The Trustee will use such funds and the amounts transferred to the Escrow Fund as described in paragraph (4) above as described in the Escrow Agreement.

(6) The Trustee has received from the Issuer irrevocable instructions to redeem the Bonds on the date hereof, on the date 30 days after the date hereof and August 15, 2008 (the "Redemption Dates"), pursuant to Section 4 of the Escrow Agreement and the consent of an

Authorized Department Representative, as defined in the Indenture, as required by Section 4.05 of the Indenture.

(7) The Trustee hereby acknowledges that (i) all of the amount transferred to the Trustee as described in paragraphs (4) and (5) above, has been applied to the purchase of the Escrowed Securities, as defined in the Escrow Agreement, or to pay Bonds redeemed on the date hereof, and (ii) in reliance on the verification report prepared by McGladrey & Pullen, LLP, the principal of, and interest on, the Escrowed Securities payable at the respective maturities thereof on or before the Redemption Dates and the cash balance will be sufficient to fully pay when due the principal of, redemption premium and interest on the Bonds (other than those redeemed on the date hereof) due and to become due on the Redemption Dates, as provided in the Escrow Agreement, and any other amounts payable or to become payable with respect to the Bonds, all in accordance with the Indenture, and that the Bonds are deemed paid and no longer outstanding under the Indenture on the date hereof.

(8) The Trustee will cause notices of redemption regarding the Bonds meeting the requirements of Section 405 of the Indenture, to be sent to all registered owners of Bonds not less than 30 days prior to the Redemption Dates in accordance with Section 405 of the Indenture.

(9) The arrangements that have been made for the payment of all of the fees and expenses of the Trustee and of its counsel are satisfactory to the Trustee under the Indenture.

(10) The certificate of the Issuer has been delivered to the effect that the Issuer has well and truly kept, performed and observed all of the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it.

(11) Pursuant to Section 801 of the Indenture, the Indenture and the rights and liens granted thereby shall cease, terminate and be void.

[Remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, SunTrust Bank has caused this certificate to be executed by its authorized signatory, as of the 29th day of June, 2006.

**SUNTRUST BANK**, as Trustee

By \_\_\_\_\_  
Authorized Representative

## **APPENDIX B**

### **SCHEDULE OF ESCROW SECURITIES**

[Exhibit A-1 from Verification Report will be attached]

**Pocahontas Parkway Association**

**Cash Receipts From and Yield on STRIPS**

Date	Type	Purchase Price	Principal	Total Cash Receipts From the STRIPS	Present Value on June 29, 2006 Using a Yield of 5.2175457%
08/15/06	STRIPS	\$ 12,408,711.66	\$ 12,486,000	\$ 12,486,000.00	\$ 12,404,094.64
02/15/07	STRIPS	4,214,299.32	4,356,000	4,356,000.00	4,217,403.15
08/15/07	STRIPS	12,590,693.35	13,355,000	13,355,000.00	12,601,337.56
02/15/08	STRIPS	3,856,763.33	4,193,000	4,193,000.00	3,855,787.77
08/15/08	STRIPS	438,640,408.98	489,437,000	489,437,000.00	438,632,253.53
		<u>\$ 471,710,876.64</u>	<u>\$ 523,827,000</u>	<u>\$ 523,827,000.00</u>	<u>\$ 471,710,876.64</u>

Purchase price of STRIPS

\$ 471,710,876.64

The sum of the present values of future cash receipts from the STRIPS, on June 29, 2006 using a yield of 5.2175457 percent, is equal to the purchase price of the STRIPS; therefore, the yield on the STRIPS is equal to 5.2175457 percent.

**APPENDIX C**

**CONSENT OF THE VIRGINIA DEPARTMENT OF  
TRANSPORTATION TO REDEMPTION OF BONDS  
AND WAIVER OF NOTICE OF REDEMPTION**

The undersigned Authorized Department Representative, as defined in a Master Indenture of Trust dated as of July 1, 1998 (the "Indenture"), between the Pocahontas Parkway Association and SunTrust Bank (formerly, Crestar Bank), as Trustee, hereby consents to the redemption of all Bonds, as defined in the Indenture, and waives notice of redemption for any of such Bonds owned by the Virginia Department of Transportation.

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Authorized Department Representative  
of the Virginia Department of Transportation

**NOTICE OF REDEMPTION FOR THE BONDS****POCAHONTAS PARKWAY ASSOCIATION**

**NOTICE IS HEREBY GIVEN** on behalf of the POCAHONTAS PARKWAY ASSOCIATION (the "Issuer"), in accordance with the terms of (i) the Issuer's (i) Route 895 Connector Senior Current Interest Toll Road Revenue Bonds, Series 1998A (the "Series 1998A Bonds") in the outstanding principal amount of \$\_\_\_\_\_, (ii) Route 895 Connector Senior Capital Appreciation Toll Road Revenue Bonds, Series 1998B (the "Series 1998B Bonds") in the outstanding principal amount of \$\_\_\_\_\_, (iii) Route 895 Connector First Tier Subordinate Capital Appreciation Toll Road Revenue Bonds, Series 1998C (the "Series 1998C Bonds") in the outstanding principal amount of \$\_\_\_\_\_ (the Series 1998A Bonds, the Series 1998B Bonds and the Series 1998C Bonds together sometimes herein referenced as the "Bonds"), and a Master Indenture of Trust dated as of July 1, 1998, as amended and supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as so amended and supplemented, the "Indenture"), between the Issuer and SunTrust Bank (formerly, Crestar Bank), as trustee (the "Bond Trustee"), that the Issuer will redeem all of the issued and outstanding Bonds on August 15, 2008 (the "Redemption Date"), at a price of 102% of the principal amount thereof plus accrued and unpaid interest to the Redemption Date (the "Redemption Price"), except for the Bonds maturing on August 15, 2008, which will be paid at their maturity in the amount of their stated principal amount or Accreted Value. All Bonds have a base CUSIP number of 73029M.

This notice is being furnished to you pursuant to Section 405 of the Indenture.

On and after the Redemption Date, payment of the Redemption Price will be made upon presentation and surrender of the Bonds to the Bond Trustee made at the option of the Bondholder, at one of the following addresses:

**By Hand**

SunTrust Bank  
Corporate Trust Operations, LL1  
919 East Main Street  
Richmond, Virginia 23219

**By Mail**

SunTrust Bank  
Corporate Trust Operations - HDQ 5589  
P. O. Box 26665  
Richmond, Virginia 23261-6665

Interest on the Bonds and Accreted Values, as defined in the Indenture, thereon will cease to accrue on the Redemption Date. The Bond Trustee shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice or on any Bond. It is included solely for the convenience of the holders.



**IMPORTANT NOTICE**

*All holders submitting their Bonds must also submit a Form W-9. Failure to provide a completed Form W-9 may result in the twenty-eight percent (28%) back up withholding pursuant to the Internal Revenue Code and regulations thereunder. The Form W-9 may be obtained from the Internal Revenue Service.*

**POCAHONTAS PARKWAY ASSOCIATION**

By: SunTrust Bank, Trustee

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006

**NOTICE OF REDEMPTION FOR THE BONDS**

**POCAHONTAS PARKWAY ASSOCIATION**

**NOTICE IS HEREBY GIVEN** on behalf of the POCAHONTAS PARKWAY ASSOCIATION (the "Issuer"), in accordance with the terms of Route 895 Connector Second Tier Subordinate Toll Road Revenue Bonds, Series 1998E (the "Bonds") in the outstanding principal amount of \$0, and a Master Indenture of Trust dated as of July 1, 1998, as amended and supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as so amended and supplemented, the "Indenture"), between the Issuer and SunTrust Bank (formerly, Crestar Bank), as trustee (the "Bond Trustee"), that the Issuer will redeem all of the issued and outstanding Bonds on \_\_\_\_\_ (the "Redemption Date"), at a price of \$0. All Bonds have a base CUSIP number of 73029M.

This notice is being furnished to you pursuant to Section 405 of the Indenture.

The Bond Trustee shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice or on any Bond. It is included solely for the convenience of the holders.

**POCAHONTAS PARKWAY ASSOCIATION**

By: SunTrust Bank, Trustee

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006

**NOTICE OF DEFEASANCE**

**POCAHONTAS PARKWAY ASSOCIATION**

**NOTICE IS HEREBY GIVEN** on behalf of the POCAHONTAS PARKWAY ASSOCIATION (the "Issuer"), in accordance with the terms of the Issuer's (i) Route 895 Connector Senior Current Interest Toll Road Revenue Bonds, Series 1998A (the "Series 1998A Bonds") in the outstanding principal amount of \$\_\_\_\_\_, (ii) Route 895 Connector Senior Capital Appreciation Toll Road Revenue Bonds, Series 1998B (the "Series 1998B Bonds") in the outstanding principal amount of \$\_\_\_\_\_, (iii) Route 895 Connector First Tier Subordinate Capital Appreciation Toll Road Revenue Bonds, Series 1998C (the "Series 1998C Bonds") in the outstanding principal amount of \$\_\_\_\_\_, (the Series 1998A Bonds, the Series 1998B Bonds and the Series 1998C Bonds together sometimes herein referenced as the "Bonds"), and a Master Indenture of Trust dated as of July 1, 1998, as supplemented by a First Supplemental Indenture of Trust dated as of July 1, 1998 (as amended and supplemented, the "Indenture"), between the Issuer and SunTrust Bank (formerly, Crestar Bank), as trustee (the "Bond Trustee"), that the Issuer will redeem all of the issued and outstanding Bonds on August 15, 2008 (the "Redemption Date"), at a price of 102% of the principal amount thereof plus accrued and unpaid interest to the Redemption Date (the "Redemption Price"). All Bonds have a base CUSIP number of 73029M.

Defeasance Investment Securities, as defined in the Indenture, have been deposited with SunTrust Bank, as Escrow Agent under an Escrow Deposit Agreement dated \_\_\_\_\_, 2006, in an amount sufficient to pay accrued interest and principal due on the Bonds from the date hereof to the Redemption Date and to pay on such date the principal amount of and redemption premium on the Bonds. The Bonds will cease to bear interest on the Redemption Date. The Indenture has been discharged as provided in Section 801 thereof.

Bondholders need not take any action with regard to the defeasance at the present time. Notice of the time and manner of presenting the Bonds for redemption will be provided at a later date.

**POCAHONTAS PARKWAY ASSOCIATION**

By SunTrust Bank, as Escrow Agent

\_\_\_\_\_, 2006

Exhibit B

Verification Report

**McGladrey & Pullen**

Certified Public Accountants

## **Pocahontas Parkway Association**

Verification Report

June 29, 2006

# McGladrey & Pullen

Certified Public Accountants

## Independent Accountant's Verification Report

Pocahontas Parkway Association  
2108 West Laburnum Avenue, Suite 210  
Richmond, Virginia

Virginia Department of Transportation  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia

Hunton & Williams, LLP  
919 East Byrd Street  
Richmond, Virginia

SunTrust Bank, as Trustee and Escrow Agent  
919 East Main Street  
Richmond, Virginia

Transurban Ltd.  
Level 43, Rialto South Tower  
525 Collins Street  
Melbourne, 3000 Australia

DEPFA Bank, plc  
623 Fifth Avenue, 22<sup>nd</sup> Floor  
New York, New York

Pursuant to the request of DEPFA Bank, plc (the "Financial Advisor") on behalf of the Pocahontas Parkway Association (the "Association"), we have performed certain procedures, as discussed below, in connection with the defeasance of the Association's outstanding Senior Current Interest Bonds, Series 1998A, dated July 1, 1998 (the "Defeased 1998A Bonds"), Senior Capital Appreciation Bonds, Series 1998B, dated July 9, 1998 (the "Defeased 1998B Bonds") and First Tier Subordinate Capital Appreciation Bonds, Series 1998C, dated July 9, 1998 (the "Defeased 1998C Bonds") (collectively referred to as the "1998 Defeased Bonds").

The procedures were performed solely to assist the addressees of this report in evaluating the mathematical accuracy of certain schedules prepared by the Financial Advisor which indicate that:

- there will be sufficient funds available in an escrow account to be established on June 29, 2006 to pay the remaining debt service payments and redemption premiums (the "Escrow Requirements") related to the 1998 Defeased Bonds, assuming those 1998 Defeased Bonds originally scheduled to mature on or after August 15, 2009 will be redeemed at 102 percent of par on August 15, 2008; and
- the yield on those United States Treasury STRIPS in the escrow account (the "STRIPS") is less than the yield on the 1998 Bonds.

The procedures we performed are summarized below.

1. We independently calculated the future cash receipts from the STRIPS (Exhibit A-1), compared the future cash receipts to the Financial Advisor's schedules and found the future cash receipts to be in agreement.
2. We independently calculated the Escrow Requirements related to the 1998 Defeased Bonds using information from the Official Statement for the 1998 Defeased Bonds, compared the Escrow Requirements to the Financial Advisor's schedules and found the Escrow Requirements to be in agreement.

3. Using the results of our independent calculations described in procedures 1 and 2 above, we prepared an escrow account cash flow schedule (attached hereto as Exhibit A). The resulting cash flow schedule indicates that there will be sufficient funds available in the escrow account to pay the Escrow Requirements on a timely basis.
4. We compared pertinent terms (i.e., the principal amounts, maturity dates and purchase prices) of the STRIPS to be acquired on June 29, 2006, as summarized herein, to the purchase confirmation notices provided by the Financial Advisor; we found the terms to be in agreement.
5. We compared pertinent terms of the 1998 Defeased Bonds (i.e., debt service payment dates, annual maturity amounts, interest rates and optional redemption provisions), as summarized on Exhibits A-2 through A-4, to the Official Statement for the 1998 Defeased Bonds provided by the Financial Advisor; we found the terms to be in agreement.
6. We independently calculated the yield on the STRIPS, assuming a settlement date of June 29, 2006. The term "yield," as used herein, means that yield which, when used in computing the present value of all payments of principal and interest on an obligation compounded semiannually using a 30/360-day year basis, produces an amount equal to, in the case of the STRIPS, the purchase price of such securities. The result of our yield calculation, which is listed below, was compared to the yield calculation provided by the Financial Advisor; we found the yields to be in agreement.

	Yield	Exhibit
• Yield on the STRIPS	5.2175457%	A-1
• Yield on 1998 Bonds	5.7473%	*

\*As shown in the Tax Form 8038-G.

Based on performing the agreed-upon procedures, we have found that those schedules provided by the Financial Advisor, when compared to those schedules prepared by us (attached hereto as Exhibits), are arithmetically accurate and reflect, based on the assumptions set forth herein, that:

- there will be sufficient funds available in the escrow account to pay the Escrow Requirements related to the 1998 Defeased Bonds; and
- the yield on the STRIPS is less than the yield on the 1998 Bonds.

This engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants (the "AICPA"). The sufficiency of these procedures is solely the responsibility of the specified users of the report. We make no representation regarding the sufficiency of the procedures summarized above, either for the purpose for which this report has been requested or for any other purpose.

Pocahontas Parkway Association  
Virginia Department of Transportation  
Hunton & Williams, LLP  
SunTrust Bank, as Trustee and Escrow Agent  
Transurban Ltd.  
DEPFA Bank, plc  
June 29, 2006  
Page 3

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on the achievability of the anticipated escrow account cash sufficiency or yield calculations. Accordingly, in accordance with standards for attestation services established by the AICPA, we do not express such an opinion. Had we performed an examination or performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our calculations with respect to the proposed transactions are summarized in the accompanying exhibits. The original computations, along with related characteristics and assumptions contained herein, were provided by the Financial Advisor on behalf of the Association. We relied solely on this information and these assumptions and limited our work to performing those procedures set forth above.

This report is issued solely for the information of, and assistance to, the addressees of this report and is not to be quoted or referred to in any document, except for required closing transaction documents. Additionally, this report should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Under the terms of our engagement, we have no obligation to update this report because of events or transactions occurring subsequent to the date of this report.

*McGladrey & Pullen, LLP*

Minneapolis, Minnesota  
June 29, 2006



## Pocahontas Parkway Association

## Escrow Account Cash Flow

Date	Total Cash Receipts From STRIPS (Exhibit A-1)	Escrow Requirements Related to 1998 Defeased Bonds (Exhibits A-2 to A-4)	Cash Balance
Initial cash deposit on June 29, 2006	\$ -	\$ -	\$ -
08/15/06	12,486,000.00	12,485,625.00	375.00
02/15/07	4,356,000.00	4,355,625.00	750.00
08/15/07	13,355,000.00	13,355,625.00	125.00
02/15/08	4,193,000.00	4,192,875.00	250.00
08/15/08	489,437,000.00	489,436,504.49	745.51
	<u>\$ 523,827,000.00</u>	<u>\$ 523,826,254.49</u>	

Pocahontas Parkway Association

Cash Receipts From and Yield on STRIPS

Date	Type	Purchase Price	Principal	Total Cash Receipts From the STRIPS	Present Value on June 29, 2006 Using a Yield of 5.2175457%
08/15/06	STRIPS	\$ 12,408,711.66	\$ 12,486,000	\$ 12,486,000.00	\$ 12,404,094.64
02/15/07	STRIPS	4,214,299.32	4,356,000	4,356,000.00	4,217,403.15
08/15/07	STRIPS	12,590,693.35	13,355,000	13,355,000.00	12,601,337.56
02/15/08	STRIPS	3,856,763.33	4,193,000	4,193,000.00	3,855,787.77
08/15/08	STRIPS	438,640,408.98	489,437,000	489,437,000.00	438,632,253.53
		<u>\$ 471,710,876.64</u>	<u>\$ 523,827,000</u>	<u>\$ 523,827,000.00</u>	<u>\$ 471,710,876.64</u>

Purchase price of STRIPS

\$ 471,710,876.64

The sum of the present values of future cash receipts from the STRIPS, on June 29, 2006 using a yield of 5.2175457 percent, is equal to the purchase price of the STRIPS; therefore, the yield on the STRIPS is equal to 5.2175457 percent.

## Pocahontas Parkway Association

## Escrow Requirements Related to Defeased 1998A Bonds

Date	Principal	Interest Rate	Interest	Redemption Premium	Escrow Requirements Related to Defeased 1998A Bonds
08/15/06	\$ 5,200,000	5.00%	\$ 4,485,625.00	\$ -	\$ 9,685,625.00
02/15/07	-	-	4,355,625.00	-	4,355,625.00
08/15/07	6,200,000	5.25%	4,355,625.00	-	10,555,625.00
02/15/08	-	-	4,192,875.00	-	4,192,875.00
08/15/08	155,300,000 (1)	Various	4,192,875.00	2,964,000.00	162,456,875.00
	<u>\$ 166,700,000</u>		<u>\$ 21,582,625.00</u>	<u>\$ 2,964,000.00</u>	<u>\$ 191,246,625.00</u>

(1) Consists of the following bonds to be paid or optionally redeemed at 102 percent of par on August 15, 2008:

Maturity Date (August 15)	Principal	Interest Rate	Redemption Price
2008	\$ 7,100,000	5.25%	N/A
2009	8,200,000	5.25%	102.00
2010	11,100,000	5.00%	102.00
2011	12,400,000	5.00%	102.00
2028	116,500,000	5.50%	102.00
	<u>\$ 155,300,000</u>		

## Pocahontas Parkway Association

## Escrow Requirements Related to Defeased 1998C Bonds

Date	Maturity/Accreted Values as of August 15, 2008	Redemption Premium	Escrow Requirements Related to Defeased 1998C Bonds
08/15/06	\$ 2,800,000.00	\$ -	\$ 2,800,000.00
02/15/07	-	-	-
08/15/07	2,800,000.00	-	2,800,000.00
02/15/08	-	-	-
08/15/08	55,983,684.98 (1)	1,059,673.70	57,043,358.68
	<u>\$ 61,583,684.98</u>	<u>\$ 1,059,673.70</u>	<u>\$ 62,643,358.68</u>

(1) Consists of the following bonds to be paid or optionally redeemed at 102 percent of par on August 15, 2008:

Maturity Date (August 15)	Maturity/Accreted Values as of August 15, 2008	Redemption Price
2008	\$ 3,000,000.00	N/A
2009	2,932,002.01	102.00
2010	3,217,253.76	102.00
2011	3,121,351.08	102.00
2012	2,148,031.98	102.00
2013	2,098,694.64	102.00
2014	2,186,983.35	102.00
2015	2,122,778.88	102.00
2016	2,056,450.77	102.00
2017	2,055,881.10	102.00
2018	2,148,879.72	102.00
2019	2,076,454.00	102.00
2020	1,944,948.40	102.00
2021	1,877,310.05	102.00
2022	1,969,990.94	102.00
2023	1,894,512.66	102.00
2024	1,807,024.32	102.00
2025	1,770,824.00	102.00
2026	1,832,528.50	102.00
2027	1,708,174.05	102.00
2028	1,635,421.20	102.00
2029	1,565,267.31	102.00
2030	1,600,948.50	102.00
2031	1,505,391.62	102.00
2032	1,415,538.12	102.00
2033	1,331,047.62	102.00
2034	1,251,600.20	102.00
2035	1,708,396.20	102.00
	<u>\$ 55,983,684.98</u>	

## Pocahontas Parkway Association

## Escrow Requirements Related to Defeased 1998B Bonds

Date	Accreted Value as of August 15, 2008	Redemption Premium	Escrow Requirements Related to Defeased 1998B Bonds
08/15/08	<u>\$ 264,643,402.75</u>	(1) <u>\$ 5,292,868.06</u>	<u>\$ 269,936,270.81</u>

(1) Consists of the following bonds to be optionally redeemed at 102 percent of par on August 15, 2008:

Maturity Date (August 15)	Accreted Value as of August 15, 2008	Redemption Price
2012	\$ 11,912,614.72	102.00
2013	11,788,453.70	102.00
2014	12,994,549.29	102.00
2015	13,022,584.29	102.00
2016	12,644,320.70	102.00
2017	12,367,729.12	102.00
2018	13,548,890.40	102.00
2019	13,115,863.92	102.00
2020	12,715,478.76	102.00
2021	12,428,335.89	102.00
2022	13,337,875.72	102.00
2023	12,885,317.28	102.00
2024	12,472,538.40	102.00
2025	12,181,889.76	102.00
2029	13,153,101.96	102.00
2030	13,467,469.40	102.00
2031	12,565,578.96	102.00
2032	11,850,014.00	102.00
2033	11,175,201.84	102.00
2034	10,538,814.44	102.00
2035	14,476,780.20	102.00
	<u>\$ 264,643,402.75</u>	

Notice to Commission

June \_\_, 2006

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Commissioner Mark W. Everson  
Internal Revenue Service  
1111 Constitution Ave., N.W.  
3000 IR  
Washington, D.C. 20224

**Re: Pocahontas Parkway Association - Notice of Bond Defeasance**

Dear Sir:

This letter constitutes written notice as required by Treasury Regulations Section 1.141-12(d)(3), of the establishment of a defeasance escrow on the date hereof with respect to the 895 Connector Toll Road Revenue Bonds, Series 1998 A, B and C issued by the Pocahontas Parkway Association.

Please indicate your receipt of the enclosed form by stamping the enclosed copy of this letter and returning it to me in the enclosed postage paid envelope.

Very truly yours,

Bryar C. Nettles

Enclosures

## CERTIFICATE OF BIDDING AGENT

This Certificate is being furnished by Bond Logistix LLC (the "*Bidding Agent*") with respect to the \$353,877,863 aggregate principal amount of Route 895 Connector Toll Road Revenue Bonds, Series 1998A, Series 1998B and Series 1998C (the "*Bonds*"), issued by the Pocahontas Parkway Association (the "*Issuer*") and which are being defeased on the date hereof by the Issuer. This Certificate is intended to enable Hunton & Williams, LLP, as Bond Counsel with respect to the Bonds, to render its opinion regarding the exclusion from gross income of interest payable on the Bonds. The undersigned HEREBY CERTIFIES as follows:

1. On June 22, 2006 (the "Bid Date"), the Bidding Agent participated in the solicitation of bids for the investment of gross proceeds of the Bonds held in the Escrow Fund. In this connection, the Bidding Agent timely forwarded to potential providers a bona fide solicitation for the purchase of investment securities (the "*Investment Securities*") that specified, in writing, all material terms of the purchase, including the escrow requirements schedule for the funds to be invested.
2. The terms of the bid specifications were commercially reasonable. Each term was included for a legitimate business reason, other than to increase the purchase price or decrease the yield of the Investment Securities.
3. The bid specifications contained a notice to potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any formal or informal agreement that the potential provider has with the Issuer, the Bidding Agent, or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Issuer, the Bidding Agent, or any other person for purpose of satisfying the federal income tax requirement that investments purchased with proceeds of tax-exempt obligations must be purchased at fair market value prices.
4. At least three reasonably competitive providers were solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased. All potential providers had an equal opportunity to bid, and no potential provider was given the opportunity to review other bids before providing a bid.
5. The Bidding Agent received at least three bids for the purchase meeting the qualifications of the specifications, from providers having no material financial interest in the Bonds, that were solicited by the Bidding Agent. At least one of the three bids was from a reasonably competitive provider, and no bid was from the Bidding Agent.
6. The Investment Securities provided by Merrill Lynch (the "*Provider*") were the highest yielding portfolio of investment securities (net of any broker's fees) for which qualifying bids were made.

7. The cost of the Investment Securities provided by the Provider (including the cost of the fee referred to in paragraph 8 hereof) is not greater than the cost of the most efficient portfolio comprised exclusively of United States Treasury Securities, State and Local Government Series ("*SLGS*"), determined as of the Bid Date.

8. The Bidding Agent was paid a fee of \$28,000 by the Provider in connection with the purchase of the Investment Securities. No other amount has been or will be paid to the Bidding Agent by any person in connection with the purchase of the Investment Securities. \$28,000 is a reasonable fee for the Bidding Agent's services in connection with soliciting bids for the Investment Securities. \$28,000 does not exceed the lesser of i) \$32,000, or ii) 0.2% of the amount of gross proceeds of the Bonds invested in the Investment Securities (or \$3,000 if .2% of the amount of gross proceeds of the Bonds invested in the Investment Securities is less than \$3,000). Except as set forth above, the Bidding Agent has not received any fees with respect to the investment of any proceeds of the Bonds.

9. Attached hereto as Schedule 1 is documentation that the Bidding Agent provided to the Issuer, which sets forth (i) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and (ii) the bid solicitation form and, if the terms of the purchase agreement deviated from the bid solicitation form or a submitted bid was modified, a brief statement explaining the deviation and stating the purpose for the deviation. Attached hereto as Schedule 2 is documentation that the Bidding Agent provided to the Issuer showing the cost of the most efficient portfolio comprised exclusively of SLGS, determined as of the Bid Date.

Dated: June 22, 2006

**BOND LOGISTIX LLC**

By

  
Authorized Representative



**SCHEDULE 1**  
**BIDDING DOCUMENTATION**



**BONDLOGISTIX** LLC

INSIGHT. INNOVATION. INTEGRATION.

777 South Figueroa Street, Suite 3200  
Los Angeles, CA 90017  
Phone 213 612 2200  
Fax 213 612 2499  
www.bondlogistix.com

**Date:** Thursday, June 22, 2006

**To:** Securities Dealers Providers (the "Providers")

**From:** Jeff Higgins  
Bond Logistix LLC  
E-mail: <mailto:jhiggins@bondlogistix.com>  
Telephone: (213) 612-2209  
Facsimile: (213) 612-2499

**Re:** Pocahontas Parkway Association (the "Issuer")  
Route 895 Connector  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B, and Series 1998C ("Bonds")  
Defeasance Escrow ("Escrow")

---

Transurban (the "Purchaser") will purchase or has agreed to purchase from the Pocahontas Parkway Association (the "Issuer") the parkway originally financed with the proceeds of the above-referenced issuance (the "Bonds"). As part of the terms of the purchase, the Purchaser will be required to defease the Bonds. The Purchaser requests offers to provide Eligible Escrow Securities (as defined herein) producing a cash flow sufficient to pay, including maturing principal and interest and any call premium, the debt service requirements listed on Exhibit A of the attached Request For Offers.

The Request For Offers and Bid Submittal Form Exhibit B will be provided to interested parties at least one hour prior to the stated close of offers. The terms of the offer will be subject to the terms and conditions outlined herein, including the attached term sheet. By submitting offers to sell any Specified Escrow Securities the provider agrees to abide by the following terms and conditions, including the terms and conditions set forth in the attached term sheet.

As more fully described in the attached term sheet, the Purchaser will accept offers for the Specified Escrow Securities on **Thursday, June 22, 2006 at 11:15 a.m. EST/ 8:15 a.m. PST** for settlement on **Thursday, June 29, 2006** (the "Settlement Date") no later than 11:00 am EST. On the Settlement Date, the successful provider will make delivery of the Specified Escrow Securities to the Escrow Agent (as defined herein). **Awards will be made on an all or none basis, and determined based on the lowest net cost.**

It is expected that the verbal award will be made within 15 minutes of the close of offers (**OFFERS MUST BE HELD FIRM DURING THE 15 MINUTE REVIEW PERIOD**). Offers are due care of Jeff Higgins at the telephone number listed above. The Purchaser reserve the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any offer, and in such event, the Providers will have no recourse against the Purchaser or any of its agents, advisor, attorneys, or Bond Logistix LLC ("BLX").

## **Request For Offer**

**Date and Time of Offer:** Thursday, June 22, 2006; 11:15 AM New York Time

Providers must hold the offer price firm for 15 minutes.  
Verbal notice of award will be given within 15 minutes of close of offers.

**Award Time:** Thursday, June 22, 2006; 11:30 AM New York Time

**Settlement Date:** Thursday, June 29, 2006

**Escrow Trustee:** Sun Trust Bank  
Attn: Nancy Harrison (804) 782-5726

**Financial Advisor to Purchaser:** Depfa Bank PLC

**Bond Counsel:** Hunton & Williams LLP

**Delivery Instructions:** TBA

**Basis of Award:** **LOWEST NET COST**, including any initial cash. In the event of a tie, the Purchaser will determine the award.

**Terms of Offer:** Providers are requested to offer an escrow of Eligible Securities whose maturing principal and interest are sufficient to cash match the defeasance requirement amounts on or before the defeasance requirement dates (the "Defeasance Escrow"). (See attached Exhibit A). No bidders will be given the opportunity to review other bids before providing bids.

**Eligible Securities:** Non-callable securities which are direct obligations of, or which are unconditionally guaranteed by, the United States of America (including U.S. Treasury Bills, Notes and Strips and the interest component of REFCORP strips).

**Verification:** The award to the Provider supplying conforming Defeasance Escrow shall be contingent upon successful verification. The winning Provider will be required to correct any computational errors at its expense.

**Verification Agent:** McGladrey and Pullen

**Delivery:** On settlement date, Thursday, June 29, 2006, the winning Provider shall be required to guarantee delivery of the securities by 11:00 AM EST.

**Temporary Substitutions:** Temporary substitute securities are intended to be used in the event the original securities are not available for delivery on

settlement date. Substitute securities must be Eligible Securities and must have equal or greater cash flows which mature on or before the defeasance requirement dates. Any additional verification costs or Escrow Trustee costs are to borne by the Provider.

**Requirements:**

See Exhibit A. Schedules are subject to change.

**Submit offers to:**

Jeff Higgins  
Bond Logistix LLC  
E-Mail: [jhiggins@bondlogistix.com](mailto:jhiggins@bondlogistix.com)  
Telephone: (213) 612-2209  
Facsimile: (213) 612-2499

*At the time of award, the winning Provider must forward reports with (i) a description of the securities (including CUSIP number, par amount, maturity date, dollar price, accrued interest (if applicable), and total cost of each security; (ii) a schedule showing the cash flow of the securities; (iii) demonstration of cash flow sufficiency to meet the Defeasance Escrow requirements set for on Exhibit A; and (iv) proof of yield.*

**Documents:**

All Providers are required to follow-up telephone offerings by sending the acknowledgment of terms page, **Schedule A**.

**Broker's Fee:**

Bond Logistix LLC shall be paid a fee of \$28,000 by the winning Provider.

**Provider's Market Certificate:**

The winning Provider is expected to deliver a certificate in substance similar to **Attachment B**.

**Additional information:**

The Provider will have no recourse against the Issuer, Escrow Trustee, Bond Counsel, Financial Advisor, Bond Logistix LLC, Verification Agent or any other party in the working group (other than the Purchaser) should the transaction not close.

The Purchaser reserves the right to waive any irregularities and to reject all offers.

The Provider will have no recourse against the **Purchaser**, Issuer, Escrow Trustee, Bond Counsel, Financial Advisor, Bond Logistix LLC, Verification Agent or any other party in the working group should the Purchaser reject all offers.

Confirmations and schedules are to be supplied to the Purchaser, Financial Advisor, Bond Logistix LLC, Bond Counsel, Verification Agent and other parties on a timely basis.

The Purchaser reserves the right to purchase SLGS if SLGS provide the most efficient portfolio.

**Waiver of Conflict:**

If Bond Logistix LLC, or its parent company Orrick, Herrington & Sutcliffe LLP, has represented, is representing, or may represent in the future the Provider in some other matter, any conflict that may exist or appear to exist is waived or consented to by such bidder by submitting a bid.

**Notification to Potential Bidders:**

Submission of a bid is a representation that the bidder did not consult with any other potential offeree about its offer, that its offer was determined without regard to any other formal or informal agreement that it has with the Issuer, Purchaser, or any other person (whether or not in connection with the Bonds), and that the offer is not being submitted solely as a courtesy to the Issuer, Purchaser, or any other person for the purposes of satisfying the "three bid" and reasonably competitive provider requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

If you require any additional information regarding this Request for Offers, please contact Jeff Higgins at (213) 612-2209.

**EXHIBIT A**

**DEFEASANCE ESCROW REQUIREMENTS**

<b><u>Date</u></b>	<b><u>Defeasance Requirements</u></b>
8/15/06	\$12,485,625.00
2/15/07	\$4,355,625.00
8/15/07	\$13,355,625.00
2/15/08	\$4,192,875.00
8/15/08	\$489,436,504.49

**Schedule A**

**REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

**Total Cost (Including Cash)**

Name of Offering Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date/Time: \_\_\_\_\_

## Attachment B

**CERTIFICATE OF ESCROW SECURITIES PROVIDER**

This certificate is being delivered by \_\_\_\_\_ (the "Provider") in connection with the Defeasance Escrow delivered by the Provider to Sun Trust Bank (the "Escrow Agent"), as escrow trustee under the Escrow Agreement, dated as of June, 2006, by and between the Pocahontas Parkway Association (the "Issuer") and the Escrow Trustee. The Provider understands and acknowledges that the Issuer (via Transurban), through the Escrow Trustee, will be investing the cash to effect a defeasance of the Bonds. On behalf of the Provider, the undersigned hereby certifies as follows:

1. The Provider is a reasonably competitive provider of escrow securities similar to the Escrow.
2. The Provider had no opportunity to review other bids before bidding.
3. The Provider is not making any payments to any third party in connection with the Agreement except as stated below:

Bond Logistix LLC

\$28,000

4. At the time the Provider offered on the escrow securities, the yield on the escrows securities were no less than the yields available from the Provider on reasonably comparable escrow securities offered to other persons, if any, from a source of funds other than gross proceeds of an issue of tax-exempt obligations.

Dated: June \_\_, 2006

Provider Name

By: \_\_\_\_\_

Authorized Representative



**\$353,877,863**  
**Pocahontas Parkway Association**  
**Route 895 Connector**  
**Toll Road Revenue Bonds, Series 1998A, B, and C**  
**Defeasance Escrow**

**Bid Date:** Thursday, June 22, 2006  
**Bid Time:** 8:15 am PST  
**Award Time:** 8:33 am PST

**Settlement Date:** Thursday, June 29, 2006

<b>Bid Results</b>	<b>Cost of Portfolio (including cash deposit)</b>	<b>Lowest Cost</b>
JP Morgan	471,838,220.68	
HSBC	471,860,012.04	
Canter Fitzgerald	471,826,761.86	
Merrill Lynch	471,710,879.00	Lowest Cost - Awarded
Citigroup	471,961,791.81	
<b>Cost of SLGS Portfolio</b>		<b>472,563,824.00</b>

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998E and Series 1998C  
Defeasance Escrow

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash):

\$ 471,838,220.68  
(without fee)

Name of Offering Firm: J.P. Morgan

Contact Name: Mike Heller

Title: V.P.

Authorized Signature: \_\_\_\_\_

Phone: 212 839 4143

Fax: \_\_\_\_\_

Date/Time: 6/22/06

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

471,860,012.04

Name of Offering Firm: HSBC Securities (USA) Inc  
Contact Name: Pierre Bouassia  
Title: Managing Director  
Authorized Signature: [Signature]  
Phone: 212-525-4657 Fax: 212-525-0301  
Date/Time: 6/22/06 11:15 AM EST

Pocahontas Parkway AssociationRFO Term Sheet - Page 6**Schedule A****REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

**Total Cost (Including Cash)**

**\$471,826,761.86**

Name of Offering Firm: Cantor Fitzgerald  
Contact Name: Chris Cercey  
Title: Director  
Authorized Signature: [Signature]  
Phone: 212-829-4713 Fax: 212-829-5420  
Date/Time: 6/22/06

Pocahontas Parkway AssociationRFO Term Sheet - Page 6**Schedule A****REQUEST FOR OFFER**

**Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow**

We hereby represent that we did not consult with any other potential offeree about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).


The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

471,710,879.00

Name of Offering Firm: ~~DAVID GUTTAG~~ MERRILL LYNCH  
Contact Name: DAVID GUTTAG  
Title: TRADER  
Authorized Signature:   
Phone: 212-449-4675 Fax: \_\_\_\_\_  
Date/Time: 6/22/06 11AM EST.

Pocahontas Parkway Association

## Schedule A

## REQUEST FOR OFFER

Pocahontas Parkway Association  
Route 895 Connection  
Toll Road Revenue Bonds  
Series 1998A, Series 1998B and Series 1998C  
Defeasance Escrow

213 612 2799

We hereby represent that we did not consult with any other potential offeror about our offer, that our offer was determined without regard to any other formal or informal agreement that we have with the Pocahontas Parkway Association, Transurban or any other person (whether or not in connection with the Bonds) and that the offer is not being submitted solely as a courtesy to the Pocahontas Parkway Association, Transurban, or any other person for the purposes of satisfying the "three bid" requirements set forth in the Treasury Regulation Section 1.148-5(d)(6)(iii)(B)(1) and (2).

The offer is comparable to an offer made under similar circumstances in a situation not involving the investment of bond proceeds.

We hereby offer the securities subject to all the terms and conditions stated in the Request for Offer.

Settlement Date: June 29, 2006

Total Cost (Including Cash)

422 048 \$471,961,791.81

Name of Offering Firm: Citigroup  
Contact Name: Peter Colquhitt  
Title: Director  
Authorized Signature: VC Calt  
Phone: 212 723 6315 Fax: 212 723 8642  
Date/Time: 6/22/06 11:15AM

## Attachment B

**CERTIFICATE OF ESCROW SECURITIES PROVIDER**

This certificate is being delivered by MERRILL LYNN (the "Provider") in connection with the Defeasance Escrow delivered by the Provider to Sun Trust Bank (the "Escrow Agent"), as escrow trustee under the Escrow Agreement, dated as of June, 2006, by and between the Pocahontas Parkway Association (the "Issuer") and the Escrow Trustee. The Provider understands and acknowledges that the Issuer (via Transurban), through the Escrow Trustee, will be investing the cash to effect a defeasance of the Bonds. On behalf of the Provider, the undersigned hereby certifies as follows:

1. The Provider is a reasonably competitive provider of escrow securities similar to the Escrow.
2. The Provider had no opportunity to review other bids before bidding.
3. The Provider is not making any payments to any third party in connection with the Agreement except as stated below:

Bond Logistix LLC

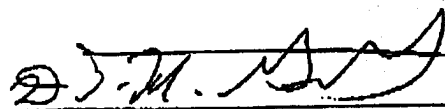
\$28,000

4. At the time the Provider offered on the escrow securities, the yield on the escrows securities were no less than the yields available from the Provider on reasonably comparable escrow securities offered to other persons, if any, from a source of funds other than gross proceeds of an issue of tax-exempt obligations.

Dated: June 22 2006

Provider Name

By:



Authorized Representative

**SCHEDULE 2**  
**SLGS DOCUMENTATION**



\$353,877,863

Pocahontas Parkway Association

Route 895 Connector

Toll Road Revenue Bonds, Series 1998A, B, and C

Defeasance Escrow Analysis - June 29, 2006

**Schedule 2 - SLGS**

**1. Securities**

SLG Rate Table Date: June 22, 2006  
Settlement Date: June 29, 2006

Security Type	TIN #	Settlement Date	Maturity Date	Par Amount	Coupon	Purchase Price	Purchase	Accrued Interest	Purchase Price
Certificate	1.00	06/29/06	08/15/06	9,308,891	4.600%	100.0000	4.600%	0.00	9,308,891.00
Certificate	2.00	06/29/06	02/15/07	0	5.220%	100.0000	5.220%	0.00	0.00
Note/Bond	3.00	06/29/06	08/15/07	0	5.210%	100.0000	5.210%	0.00	0.00
Note/Bond	4.00	06/29/06	02/15/08	0	5.200%	100.0000	5.200%	0.00	0.00
Note/Bond	5.00	06/29/06	08/15/08	463,254,783	5.190%	100.0000	5.190%	0.00	463,254,783.00
								0.00	472,563,674.00

Cost of SLGS: 472,563,674.00

Cash Deposit: 150.00

Total Cost of Escrow Portfolio: 472,563,824.00

**\$353,877.63**  
**Pocahontas Parkway Association**  
**Route 895 Connector**  
**Toll Road Revenue Bonds, Series 1998A, B, and C**

**Defeasance Escrow Analysis - June 29, 2006**

**Schedule 2 - SLGS**

**2. Cash Flow, Sufficiency and Yield**

Date	Description	SLG Principal	SLG Rate	SLG Interest	SLG Receipts	Escrow Requirements	Excess Cash	0% SLG Reinvest	0% SLG Mature	Cash Flow Sufficiency	Adjusted SLG Receipts	Present Value of Escrow Receipts @ 5.126237%
06/29/06	Cash Deposit						150.00			150.00	0.00	(472,563,674.00)
08/15/06	SLG Receipt	9,308,891.00	4.600%	3,176,734.25	12,485,625.25	12,485,625.00	150.25			150.25	12,485,625.25	12,405,133.12
02/15/07	SLG Receipt	-	5.220%	12,021,461.62	12,021,461.62	4,355,625.00	7,665,986.87	(7,665,986.00)		0.87	4,355,475.62	4,219,252.37
08/15/07	SLG Receipt	-	5.210%	12,021,461.62	12,021,461.62	13,355,625.00	6,331,823.49		1,334,163.00	0.49	13,355,624.62	12,614,583.09
02/15/08	SLG Receipt	-	5.200%	12,021,461.62	12,021,461.62	4,182,875.00	14,180,410.11	(7,628,587.00)		0.11	4,182,874.62	3,861,262.76
08/15/08	SLG Receipt	463,254,783.00	5.190%	12,021,461.62	475,276,244.62	489,436,504.49	150.24		14,160,410.00	150.24	489,436,654.62	439,463,442.67
		<b>472,563,674.00</b>		<b>51,292,580.73</b>	<b>523,826,254.73</b>	<b>523,826,254.49</b>		<b>(15,494,573.00)</b>	<b>15,494,573.00</b>		<b>523,826,254.73</b>	<b>(0.00)</b>

Purchase Price of SLGs: 472,563,674.00  
 Variance: (0.00)



# COMMONWEALTH of VIRGINIA

Office of the Attorney General

Robert F. McDonnell  
Attorney General

June 29, 2006

900 East Main Street  
Richmond, Virginia 23219  
804-786-2071  
FAX 804-786-1991  
Virginia Relay Services  
800-828-1120  
7-1-1

Gregory A. Whirley  
Acting Commissioner  
Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219

Transurban (895) LLC  
P. O. Box 7693  
Richmond, VA 23231

**Re: Amended and Restated Comprehensive Agreement (Relating to the Grant of a Permit) to Develop and Operate the Route 895 Connector.**

Ladies and Gentlemen:

On behalf of the Office of the Attorney General for the Commonwealth of Virginia, John J. Beall, Jr., Senior Assistant Attorney General, has represented the Virginia Department of Transportation (the "Department") in connection with the execution by the Department of the Amended and Restated Comprehensive Agreement (Relating to the Grant of a Permit) to Develop and Operate the Route 895 Connector dated as of June 29, 2006 (the "ARCA") by and between the Department and Transurban (895) LLC ("Transurban").

This opinion is being delivered pursuant to Section 6.2.13 of the Asset Purchase Agreement dated as of June 21, 2006 between Transurban and the Pocahontas Parkway Association (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in Exhibit A to the Purchase Agreement.

I have examined executed originals or copies identified to my satisfaction of the ARCA and the Consent to Assignment dated as of June 29, 2006 and executed by the Department (the "Consent") (together with the ARCA referred to herein as the "VDOT Agreements"). I have further examined such other documents, proceedings, certificates and other materials as I have deemed necessary in order to render the opinions expressed herein.

With respect to various factual matters material to my opinion, I have relied upon certificates and representations of the Department and other public officials. I have assumed the due execution and delivery, pursuant to due authorization, of the ARCA by parties other than the

Department, the validity and binding effect thereof as to such other parties and the genuineness of all signatures (other than those of the Department) on all documents seen or reviewed by me, the authenticity of all documents submitted to me as originals and the conformity with the original documents of all documents submitted to me as copies.

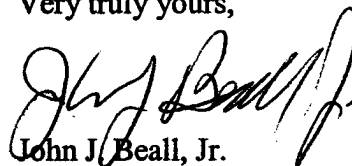
Whenever an opinion expressed herein is stated to be to my knowledge, or known to me, it means that during the course of my representation of the Department I have not acquired information giving me actual knowledge of the existence or absence of the facts forming the basis for such opinion, and that except to the extent expressly set forth herein, I have not conducted an independent investigation to determine the existence or absence of such facts.

Based on the foregoing, I am of the opinion that:

1. The Public-Private Transportation Act of 1995 (§56-556 through §56-575 of the Code of Virginia), as amended, has been duly and validly enacted by the Virginia General Assembly in accordance with the Constitution and the laws of the Commonwealth of Virginia, and is in full force and effect.
2. Each of (i) HB 1000, Chapter 859 (Virginia Acts of Assembly 2006) and (ii) SB 666, Chapter 922 (Virginia Acts of Assembly 2006), together with the related Governor's Recommendations, has been duly adopted by majority votes of both the Senate and the House of Delegates of the Virginia General Assembly, and shall become law effective July 1, 2006, in accordance with the Constitution and the laws of the Commonwealth of Virginia, with no further action required by any person or entity.
3. The Department is a department of the Commonwealth of Virginia and has full legal capacity, right, power and authority to enter into, carry out and perform its obligations under the VDOT Agreements.
4. Each of the VDOT Agreements has been duly authorized, executed and delivered by the Department, and such documents are legal, valid and binding instruments of the Department and are enforceable against the Department in accordance with their terms except as enforceability may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the sovereign immunity of the Commonwealth of Virginia; provided that sovereign immunity shall not bar the enforcement of claims presented in accordance with the provisions of the applicable VDOT Agreement and Virginia law, so long as such claims are based upon contractual rights and are satisfied with funds appropriated by the Virginia General Assembly.

5. The execution and delivery by the Department, as applicable, of the VDOT Agreements and the performance of its obligations under such documents are within its powers and do not and will not conflict with, or constitute a breach or result in a violation of (a) any constitutional or statutory provision, (b) to my knowledge, after due inquiry, any agreement or other instrument to which the Department, is a party or by which it is bound, or (c) to my knowledge, after due inquiry, any order, rule, regulation, judgment, decree, ordinance of any court, government or governmental authority having jurisdiction over the Department as applicable or its properties.
6. All official action required to be taken and all consents, approvals, authorizations or orders of or filings with or notice to, any governmental or regulatory authority required to be obtained by the Department or necessary to authorize and enable the Department to execute and deliver the VDOT Agreements or to perform the Department's obligations thereunder have been taken and obtained (other than discretionary acts under the contract that may be taken by the Department in the future).
7. There is no litigation at law or in equity or any proceeding before any court or governmental agency pending or, to my knowledge, after due inquiry, threatened with respect to (a) the organization or existence of the Department, (b) the Department's authority to execute or deliver the VDOT Agreements, (c) the validity or enforceability of the VDOT Agreements, (d) the authority or the ability of the Department to perform its obligations under such documents, (e) the title of the officers executing any such documents, or (f) any authority or proceeding relating to the execution and delivery of such documents.

Very truly yours,



John J. Beall, Jr.

Senior Assistant Attorney General